AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JANUARY 9, 2024 - 7:00 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL TWO HUNDRED FIFTY DOLLARS ($250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.

DECORUM POLICY FOR MEETINGS OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CITY COMMISSION AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CITY COMMISSION, MUST FIRST BE REGISTERED WITH THE CITY CLERK (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBERS AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE COMMISSION ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE MAYOR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE COMMISSION FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE MAYOR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

4. PROCLAMATIONS

1. Request for Proclamation Approval - MLK Jr. Day - January 15th - for presentation on January 13th - *Sponsored by Commissioner James*

5. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders
   - January 23, 2024 - Social Media Workshop Meeting - 5:00 p.m.
   - January 23, 2024 - Regular City Commission Meeting - 7:00 p.m.
   - February 13, 2024 - CRA Meeting - 5:30 p.m.
   - February 13, 2024 - Regular City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (10) speakers express a desire to speak, the Commission shall determine on a meeting by meeting basis whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

8. CONSENT AGENDA

1. Minutes: December 12, 2023 Regular City Commission Meeting Minutes

2. Travel Requests: None.

3. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH OASIS MARINA, LLC, FOR MANAGEMENT OF THE DANIA BEACH MARINA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Parks and Recreation)*

4. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, WAIVING COMPETITIVE BIDDING AND AUTHORIZING TO OBTAIN EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES FROM HERC RENTALS, INC., UTILIZING THE CITY OF CHARLOTTE, NORTH CAROLINA'S CONTRACT AWARD UNDER REQUEST FOR PROPOSAL NO. 269-2018-047 AND TO EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00) IN A SINGLE FISCAL

YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Parks and Recreation)*

5. RESOLUTION NO. 2024-____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION AND TRANSFER OF DISASTER RESERVE FUNDS FROM THE GENERAL FUND TO THE STORMWATER FUND IN THE AMOUNT OF ONE HUNDRED TWENTY-SEVEN THOUSAND AND FIFTY-THREE DOLLARS ($127,053.00) FOR EMERGENCY STORMWATER CONTROL SERVICES PROVIDED BY KAILAS CORP. DURING A FOUR-DAY STORM EVENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

6. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE MODIFICATION NUMBER TWO TO THE SUBGRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A NINE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT #2 TO THE MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY FOR A NINE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

9. BIDS AND REQUESTS FOR PROPOSALS: None

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None

11. FIRST READING ORDINANCES

1. ORDINANCE NO. 2024-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 “LAND DEVELOPMENT CODE”;

PART 2, "SITE DEVELOPMENT REGULATIONS"; ARTICLE 205, TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS"; TO CREATE SECTIONS 205-11 THROUGH 205-16, TO IMPLEMENT THE CITY'S LIVE LOCAL DEVELOPMENT STANDARDS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES, UNDER THE LIVE LOCAL ACT; AMENDING ARTICLE 200. – "USER GUIDE FOR PART 2 OF THE CODE", TO CREATE SECTION 200-60 ENTITLED "SITE PLAN REVIEW PROCEDURES FOR APPLICATIONS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES," TO PROVIDE FOR DEVELOPMENT REGULATIONS AND ADMINISTRATIVE REVIEW OF CERTAIN AFFORDABLE HOUSING PROJECTS PURSUANT TO STATE LAW; AND CREATING SECTION 200-61 ENTITLED "IMPLEMENTATION PROCEDURES FOR SITE PLANS UTILIZING "THE LIVE LOCAL ACT"; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development)*

2. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SPECIFICALLY AMENDING A PORTION OF THE CITY OF DANIA BEACH FUTURE LAND USE MAP AS A SMALL-SCALE AMENDMENT; CHANGING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED BETWEEN RAVENSWOOD ROAD AND SW 22ND AVENUE NORTH OF SW 42ND STREET, AS LEGALLY DESCRIBED IN EXHIBIT "A", WHICH CONSISTS OF APPROXIMATELY 0.51 ACRES, CHANGING THE CURRENT FUTURE LAND USE DESIGNATION FROM (BROWARD COUNTY) COMMERCE CATEGORY TO (CITY) INDUSTRIAL CATEGORY; AND CHANGING THE FUTURE LAND USE DESIGNATION FROM (CITY OF HOLLYWOOD) RECREATION AND OPEN SPACE CATEGORY TO (CITY) PARKS AND RECREATION CATEGORY ON PROPERTY AS LEGALLY DESCRIBED IN EXHIBIT "B", WHICH CONSISTS OF APPROXIMATELY 0.204 ACRES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (*Community Development)*

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ORDINANCE 2022-031 AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE WAS PROPOSED TO NOT TO EXCEED THE PROJECT ESTIMATE OF FOUR MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS ($4,821,520.00); TO NOW REFLECT THE BID COSTS OF NINE MILLION SEVEN HUNDRED

SEVENTY FOUR THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS ($9,774,595.00), WHICH EXCEEDS THE MONETARY COST ESTIMATE FROM ORDINANCE 2022-031, TO FUND BID ITB NO. 2023-010 "REHABILITATION OF LIFT STATIONS 1, 2 AND 3 (RE-BID)" PROJECT; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

13. DISCUSSION AND POSSIBLE ACTION

1. Approval of a Call to Artists to Establish an Artist Roster of Pre-Qualified Artists - *Community Development*

2. Street Naming Policy - *Sponsored by Commissioner James*

3. Park Designation - *Sponsored by Commissioner Davis*

14. APPOINTMENTS

1. - Planning and Zoning Board Vacancy (1) - *Commissioner James*

15. COMMISSION COMMENTS

1. Commissioner Davis

2. Commissioner James

3. Commissioner Salvino

4. Vice-Mayor Lewellen

5. Mayor Ryan

16. ADJOURNMENT

Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all and challenged all people to participate in the never-ending work of building a more perfect union through non-violent means; and

WHEREAS, Dr. King believed immensely in the power of individual action and collective hope to create a brighter future; and

WHEREAS, Dr. King's legacy includes such landmark United States Federal laws as the Civil Rights Act of 1964, the Voting Rights Act of 1965, and the Fair Housing Act of 1968; and

WHEREAS, Dr. King taught us to see the commonality of our dreams, our hopes, and our fears – the threads, truths, and dignity that bind us together as human beings; and

WHEREAS, Dr. King believed that "the arc of the moral universe is long, but it bends towards justice" and requires all hands and hearts to keep its course straight and true; and

WHEREAS, the ideals of Dr. Martin Luther King Jr., and of the City of Dania Beach's commitment to human rights are worthy of reflection and remind us that improving the quality of life for all members of society is a responsibility of every member of society; and

WHEREAS, we recognize the need to model Dr. Martin Luther King's pursuit of unity, equality, and justice to prevent all forms of discrimination including systemic racism.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim Monday, January 15, 2024 as:

Dr. Martin Luther King Jr. Day

in the City of Dania Beach and encourage our citizens to honor the great legacy of Dr. Martin Luther King Jr. by observing this day and to celebrate, educate, advocate, and serve.

ATTEST:

ELORA RIERA, MMC	ARCHIBALD J. RYAN, IV
CITY CLERK	MAYOR

Broward's First City

CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: January 9, 2024

To: Mayor A. J. Ryan IV
Vice Mayor Lori Lewellen
Commissioner Joyce L. Davis
Commissioner Tamara James
Commissioner Marco A. Salvino, Sr.

From: Ana M. Garcia, ICMA-CM, City Manager

Subject: Manager's Report

We closed out the year with key hires and promotions to enhance our programs and facilities and stay the course that this administration commenced in 2019. The goal is always to remain aligned with the adopted Strategic Plan of our City Commission and our R.I.S.E. Culture. Our new Deputy Director of Parks and Recreation is Frank Lazo. He holds a Masters in Recreation and Sports Management and brings with him 10 years of experience in Parks and Recreation. Mr. Lazo comes to Dania Beach via the City of Boynton Beach where he was the Assistant Director of Parks and Recreation.

Cassi Waren has been promoted to Director of Parks and Recreation and for the first time in the history of our City, we have 3 Management employees that are Credentialed Parks and Recreation Professionals. This year we expect several more of our Parks and Recreation employees to achieve their goals of becoming Certified professionals!

Mr. Willie was promoted to Cemetery Foreman. We have 3 positions now at the cemetery. Mr. Willie and Roger Collin's who is the cemetery caretaker, will be joined by a Cemetery Assistant, a position that we are currently recruiting for. We have set a very high bar in the maintenance, appearance and management of our facilities and we are grateful that our City Commission via the budget process has supported these efforts that are vital and key to the "Renaissance" of Dania Beach.

The Nyberg Swanson House and the IT Parker Center will be fully renovated, and we will celebrate this year with well planned and executed ribbon cutting ceremonies. We will keep you updated on the progress. The plan is to move the meetings/activities from the Women's Club House to the Nyberg Swanson on a temporary basis as we will shift to the renovation of the Women's Club House upon the completion of the Nyberg Swanson.

The Finance Department and Customer Service expansion as well as the atrium and chambers renovation will commence this summer. The first step is to go from concept approved by City Commission to design, bidding, and the selection process.

Veterans Park is well underway and at the end of 2023 we completed demolition, debris removal and installation of sod and a temporary sprinkler system. A beautiful green lawn/open space area has replaced a large slab of concrete for parking while our parking garage had an abundance of available spaces. This year, we plan to complete the sidewalk connectivity phase as well as the lighting phase.

We have completed the draft for the 7 acres of Olsen, and we are looking to meet individually with the City Commission by mid-February with a goal to bring the conceptual design for your approval by the second meeting in February. Our impact fees from new construction will support our efforts to commence phase 1.

The Dania After Dark Team has planned a truly exciting Art and Music extravaganza as we open the New Year with our 1st DAD commencing at 4:00 p.m. on January the 13th. Our Marketing and Communications Division has been doing an outstanding job casting a very wide net to get the word out. WSVN/Deco Drive interviewed our very own Director Cassi Waren, and a local Artist as Dania Beach will kick off the South Florida Art scene! A new Dania Beach News effort further enhances our communication to our community and the second edition of the "Pioneer" Newsletter will be out this Spring.

We have developed a very good relationship with Broward County from the County Manager to the Department of Resiliency. Our concerns with weather phenomenon's occurring this past April, November and December and our communications with all of you resulted in our Deputy City Manager meeting with Dr. Jurado, Broward's Chief Resiliency Officer and key members of her team. Our concerns after these last storms and the impact to our beach resulted in an expedited effort to further assess our pier, and other beach structures such as the restroom facility. Our aggressive and timely investments in our pier and the overall conditions impressed the Broward County team. However, while our east bathrooms look good, the proximity to the water is a concern. Candido and I have already shifted our focus to possibly relocating the restrooms further east. We will meet with all of you to discuss the possible solution/location and a game plan to successfully execute.

Dania Pointe has a new GM and I have extended an invitation to her to officially be introduced at one of our upcoming City Commission meetings. We look forward to further enhancing and augmenting our partnership.

Mayor Ryan, Vice Mayor Lewellen, Commissioner Davis, and I will be heading out to Tallahassee on Monday, January 15th with meetings set for all day on the 16th to advocate and seek support for City resiliency/ storm drainage and park projects.

We look forward to a multitude of shovels in the ground, ribbon cuttings, enhanced programs and activities and working together for the greater good of our City!

City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, Florida 33004

Hearing Agenda Report

Hearing Date: 01/11/2024

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2022-00000248	Active	H-ABATEMENT - Abatement Hearing	235 SE 1 ST	MM 27 SE 1 LLC	Anson Westberry
2022-00001068	Active	H-ABATEMENT - Abatement Hearing	SE PARK ST	VED GROUP LLC	Anson Westberry
2022-00001506	Active	H-EXTENSION - Extension Hearing	825 E DANIA BEACH BLVD	HARE KRISHNA DANIA BEACH LLC	Anson Westberry
2022-00001508	Active	H-ABATEMENT - Abatement Hearing	3399 SE 14 AVE	FARRELL MARINE HOLDINGS JJ CENTER LLC	Anson Westberry
2023-00000497	Active	H-EXTENSION - Extension Hearing	265 S FEDERAL HWY	DIAMOND BRIDGE INTERNATIONAL 1 LLC	Anson Westberry
2023-00000760	Active	H-ABATEMENT - Abatement Hearing	411 SE 3 PL	VOLLMANN, MARIAN E	Anson Westberry
2023-00000914	Active	H-FIRST HEARING - First Hearing	218 E DANIA BEACH BLVD	VILLAGE AT DANIA BEACH BOULEVARD LLC	Anson Westberry
2023-00001036	Active	H-FIRST HEARING - First Hearing	1005 S FEDERAL HWY	DANIA MOTEL & APTS LLC	Anson Westberry
2023-00001044	Active	H-FIRST HEARING - First Hearing	30 NE 2 AVE	KELLY MODIC	Anson Westberry
2023-00001076	Active	H-FIRST HEARING - First Hearing	413 SE 3 TER	MARIA ECHAVE	Anson Westberry
2023-00001095	Active	H-FIRST HEARING - First Hearing	40 SE 7 ST	JEITANI, PIERRE	Anson Westberry
2023-00001122	Active	H-FIRST HEARING - First Hearing	316 SE 4 ST	EUNICE CABRERA	Anson Westberry
2023-00001160	Active	H-FIRST HEARING - First Hearing	133 NE 2 AVE	BERONES-MULDER, AIDA ARCENA H/E & MULDER, ROBERT	Anson Westberry
2023-00001174	Active	H-FIRST HEARING - First Hearing	237 SE 1 ST	1217 INVESTMENTS LLC	Anson Westberry
2023-00001198	Active	H-FIRST HEARING - First Hearing	123 E DANIA BEACH BLVD	MANY MANCUSI	Anson Westberry
2023-00001207	Active	H-FIRST HEARING - First Hearing	212 NE 2 CT	TILLEMAN, TAMARA RAVEH	Anson Westberry

Hearing Agenda Report

Hearing Date: 01/11/2024

2023-00001240	Active	H-FIRST HEARING - First Hearing	2010 NE 7 AVE	CUBESMART LP % PTA-CS # #574	Anson Westberry
2023-00001243	Active	H-FIRST HEARING - First Hearing	28 SE 5 ST	EAGLE 2015 LLC	Anson Westberry
2023-00001294	Active	H-FIRST HEARING - First Hearing	43 SE 3 PL	ATALLAH, GHAZI	Anson Westberry
2022-00001543	Active	H-EXTENSION - Extension Hearing	4151 STIRLING RD	OAKS CONDO ASSN INC OF BRO	Christina Caserta
2023-00000014	Active	H-EXTENSION - Extension Hearing	38 S FEDERAL HWY	DANIA CANTERBURY L P	Christina Caserta
2023-00001087	Active	H-FIRST HEARING - First Hearing	409 NW 3 PL	SF HOME BUYERS LLC	Christina Caserta
2023-00001128	Active	H-FIRST HEARING - First Hearing	75 NW 13 AVE	RALPH GLENN TROUTMAN II	Christina Caserta
2023-00001140	Active	H-FIRST HEARING - First Hearing	105-07 NW 1 AVE	SINGH, PARAMVIR	Christina Caserta
2023-00001149	Active	H-FIRST HEARING - First Hearing	122 NW 12 AVE	CUNNINGHAM, EMMA EST % NELLIE MAE WILLIAMS	Christina Caserta
2023-00001153	Active	H-FIRST HEARING - First Hearing	113 PHIPPEN RD	NATALYA DOMATOV	Christina Caserta
2023-00001155	Active	H-FIRST HEARING - First Hearing	1251 W DANIA BEACH BLVD	CLJ PROPERTY TR / JACKSON, CASTELLA TRSTEE	Christina Caserta
2023-00001170	Active	H-FIRST HEARING - First Hearing	NW 13 CT	PEREZ, CARLOS JAVIER	Christina Caserta
2023-00001312	Active	H-FIRST HEARING - First Hearing	2 SW 6 AVE	RA ACQUISITIONS LLC	Christina Caserta
2018-00000245	Active	H-ABATEMENT - Abatement Hearing	5227 SW 40 AVE	AXXON RENT REV LAND TR AXXON RENT LLC TRSTEE	Ricky Ali
2020-00000203	Active	H-ABATEMENT - Abatement Hearing	HIDDEN HARBOUR CT	OAKS AT HIDDEN HARBOUR ASSN INC	Ricky Ali
2022-00001155	Active	H-ABATEMENT - Abatement Hearing	5940 SW 37 AVE	HOMESTEAD HOLDINGS 2017 LLC	Christina Caserta
2022-00001361	Active	H-ABATEMENT - Abatement Hearing	49 SW 11 ST	MANZALIKO LLC	Michelle Shahryar

Hearing Agenda Report

Hearing Date: 01/11/2024

2022-00001561	Active	H-EXTENSION - Extension Hearing	1000 PHIPPEN RD	TRUST CAPITAL INVESTMENTS LLC	Michelle Shahryar
2023-00000401	Active	H-EXTENSION - Extension Hearing	1500 SW 2 AVE	GUARANTEED INVESTMENT II LLC	Michelle Shahryar
2023-00000411	Active	H-EXTENSION - Extension Hearing	224 SW 12 ST	KHACHATRYAN SIRANUSH	Michelle Shahryar
2023-00000830	Active	H-FIRST HEARING - First Hearing	212 SW 2 TER	SIGNORE, PETER ANTHONY III	Michelle Shahryar
2023-00000866	Active	H-FIRST HEARING - First Hearing	222 SW 3 TER	PETUSHKOV, OLEKSII/ PETUSHKOVA, MARYNA	Michelle Shahryar
2023-00000869	Active	H-FIRST HEARING - First Hearing	205 SW 2 ST	ROBERSON, ALICE	Michelle Shahryar
2023-00000916	Active	H-FIRST HEARING - First Hearing	261 SW 5 ST	ROJAS, BRIAN	Michelle Shahryar
2023-00000937	Active	H-CONFIRMATION - Confirmation Hearing	22 SW 6 AVE	SABA FL PROPERTIES LLC	Michelle Shahryar
2023-00000947	Active	H-FIRST HEARING - First Hearing	710 SW 3 PL	FONOV, DIMITRI I UZBEK FONOV, VICTOR IVAN	Michelle Shahryar
2023-00000948	Active	H-FIRST HEARING - First Hearing	731 SW 3 PL	SABA FL PROPERTIES LLC	Michelle Shahryar
2023-00001006	Active	H-FIRST HEARING - First Hearing	712 SW 10 ST	BATTLE, CASSANDRA J	Michelle Shahryar
2023-00001031	Active	H-FIRST HEARING - First Hearing	711 SW 3 PL	DION & TACIANA MCDANIEL	Michelle Shahryar
2023-00001045	Active	H-FIRST HEARING - First Hearing	762 SW 3 ST	SHIRAN ALIZA PILO	Michelle Shahryar
2023-00001082	Active	H-FIRST HEARING - First Hearing	355 PHIPPEN RD 1-5	SIMMONS, FAYE WILLIAMS, EVELYN EST	Michelle Shahryar
2023-00001121	Active	H-FIRST HEARING - First Hearing	257 SW 3 PL	MACE EUGENE & ANGELINDA	Michelle Shahryar
2023-00001156	Active	H-FIRST HEARING - First Hearing	364 SW 4 CT	HDQ364 LLC	Michelle Shahryar
2023-00001164	Active	H-FIRST HEARING - First Hearing	250 SW 12 ST	RAMOS, OPHELIA	Michelle Shahryar

Hearing Agenda Report

Hearing Date: 01/11/2024

2023-00001165	Active	H-FIRST HEARING - First Hearing	224 SW 14 ST	GREAT MIAMI REAL ESTATE INVESTMENT & MANAGEMENT LLC	Michelle Shahryar
2023-00001248	Active	H-FIRST HEARING - First Hearing	414 PHIPPEN RD	SAP RE HOLDINGS LLC	Michelle Shahryar
2023-00001266	Active	H-FIRST HEARING - First Hearing	717 SW 8 ST	CLARENCE & GAIL JONES	Michelle Shahryar
2023-00001370	Active	H-FIRST HEARING - First Hearing	754 SW 3 PL	CD FLORIDA PROPERTIES LLC	Michelle Shahryar
2023-00001411	Active	H-REPEAT HEARING - Repeat Hearing	PHIPPEN RD	WILEY, IRIAM B	Michelle Shahryar
2023-00001446	Active	H-FIRST HEARING - First Hearing	373 PHIPPEN RD	ELI BOHADANAH	Michelle Shahryar
2023-00001448	Active	H-RECURRING - Recurring Hearing	307 W DIXIE HWY	307 W DIXIE LLC	Michelle Shahryar
2015-00000417	Active	H-ABATEMENT - Abatement Hearing	401 SE 5 ST	Contractors & Builders Nemesio Huaman Corp	Ricky Ali
2018-00001667	Active	H-ABATEMENT - Abatement Hearing	306 NE 2 CT	DENNIS MURPHY	Ricky Ali
2023-00000413	Active	H-EXTENSION - Extension Hearing	510 SW 2 AVE	ORTEGA, VICTORIA	Ricky Ali
2023-00000536	Active	H-EXTENSION - Extension Hearing	4548 SW 24 AVE	WAHBA, ALBERT	Ricky Ali
2023-00000552	Active	H-EXTENSION - Extension Hearing	4685 SW 33 AVE	DAMARI, HILA YAISH, YESHAYA	Ricky Ali
2023-00000567	Active	H-EXTENSION - Extension Hearing	4824 SW 45 AVE	KADOSH, EZER-UZI	Ricky Ali
2023-00000859	Active	H-FIRST HEARING - First Hearing	4 N FEDERAL HIGHWAY	4 DANIA BEACH HOLDINGS LLC	Ricky Ali
2023-00000867	Active	H-FIRST HEARING - First Hearing	822 ARGONAUT ISLE	LEIVA, ELIZABETH CRUZ LEON, MAIKEL PENA	Ricky Ali
2023-00000871	Active	H-FIRST HEARING - First Hearing	4440 SW 26 AVE	ROPIZA, ANTONIO ROPIZA, MARIA TANG	Ricky Ali
2023-00000879	Active	H-FIRST HEARING - First Hearing	17 MONROE UDELL ST	F & G REAL ESTATE HOLDINGS LLC	Ricky Ali

Hearing Agenda Report

Hearing Date: 01/11/2024

2023-00000895	Active	H-FIRST HEARING - First Hearing	4337 SW 49 ST	SULEMA, DAVID ASSAF, YOSI	Ricky Ali
2023-00000951	Active	H-FIRST HEARING - First Hearing	4520 SW 34 AVE	LEVI, ELIOR	Ricky Ali
2023-00000952	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 100	NADEAU, MANON	Ricky Ali
2023-00000954	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 102	APPZO LLC	Ricky Ali
2023-00000955	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 103	FAZZT HOLDINGS LLC	Ricky Ali
2023-00000956	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 104	RODRIGUEZ, MILAGROS	Ricky Ali
2023-00000958	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 106	PODRUG, NATALJA	Ricky Ali
2023-00000960	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 200	DROBNICH, MARK A	Ricky Ali
2023-00000961	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 201	GUEDJ, ELHAZAR YOHAY	Ricky Ali
2023-00000962	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 202	OCANA, BRYAN	Ricky Ali
2023-00000963	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 203	HEWITT,JOSEPH	Ricky Ali
2023-00000964	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 204	DROBNICH, MARK	Ricky Ali
2023-00000965	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 205	ZENGOLDABIL LLC	Ricky Ali
2023-00000966	Active	H-FIRST HEARING - First Hearing	3251 SW 44 ST 206	HARTWIG, CLAY & DAISY	Ricky Ali
2023-00001061	Active	H-FIRST HEARING - First Hearing	5169 SW 28 AVE	WRIGHT, SHALEIGHA	Ricky Ali
2023-00001079	Active	H-FIRST HEARING - First Hearing	4521 SW 42 AVE	ROBERTO BOUZO	Ricky Ali
2023-00001080	Active	H-FIRST HEARING - First Hearing	SW 40 AVE	OAK HILLS CONDOMINIUM INC	Ricky Ali

Hearing Agenda Report

Hearing Date: 01/11/2024

2023-00001135	Active	H-FIRST HEARING - First Hearing	4400 SW 37 AVE	SAGIV, GILA SAGIV, KELLEY	Ricky Ali
2023-00001183	Active	H-FIRST HEARING - First Hearing	4680 SW 32 AVE	DANIA RIVERFRONT LLC	Ricky Ali
2023-00001184	Active	H-FIRST HEARING - First Hearing	4664 SW 32 AVE	DANIA RIVERFRONT LLC	Ricky Ali
2023-00001185	Active	H-FIRST HEARING - First Hearing	SW 32 AVE	INBI HOLDINGS LLC	Ricky Ali
2023-00001186	Active	H-FIRST HEARING - First Hearing	4610 SW 34 DR	TY GOOSE	Ricky Ali
2023-00001187	Active	H-FIRST HEARING - First Hearing	4696 SW 32 AVE	BRAD JINDRICH	Ricky Ali
2023-00001191	Active	H-FIRST HEARING - First Hearing	4407 SW 37 AVE	KANE, MICHAEL	Ricky Ali
2023-00001192	Active	H-FIRST HEARING - First Hearing	4520 SW 43 AVE	FINE LINE PROPERTY HOLDINGS LLC	Ricky Ali
2023-00001202	Active	H-FIRST HEARING - First Hearing	4327 SW 50 ST	ISRAEL SHARVIT & LITAL GVAIZON	Ricky Ali
2023-00001210	Active	H-FIRST HEARING - First Hearing	125 SW 5 CT	LIVE CHEAP LLC	Ricky Ali
2023-00001225	Active	H-FIRST HEARING - First Hearing	5505 SW 44 TER	RODAS, JOSE ANTONIO FUNES SR	Ricky Ali
09-0247	Active	H-ABATEMENT - Abatement Hearing	505 SW 12 AVE	HAROLD A LE DAVIS	Alberto Chavarria
2021-00001490	Active	H-ABATEMENT - Abatement Hearing	2411 SW 58 MNR	ASSAF YOSI`	Windy Damis
2022-00000453	Active	H-FORECLOSURE - Foreclosure Hearing	PHIPPEN RD	WILEY, MIRIAM B	Michelle Shahryar
2016-00000189	Active	H-FORECLOSURE - Foreclosure Hearing	PHIPPEN RD	MIRIAM B WILEY	Windy Damis
2020-00000061	Active	H-FIRST HEARING - First Hearing	702 SE 3 CT	JASON KIRKCALDY JAMIE L DIMAURO	Windy Damis
2023-00000217	Active	H-EXTENSION - Extension Hearing	4975 SW 28 AVE	AVERY, VIVIAN	Windy Damis

Hearing Agenda Report

Hearing Date: 01/11/2024

2023-00000355	Active	H-EXTENSION - Extension Hearing	5635 SW 24 AVE	IELC LAND TR MEDINA, A & MEDINA, C TRSTEES	Windy Damis
2023-00000482	Active	H-EXTENSION - Extension Hearing	2340 SW 51 CT	DROUIN, YVES DROUIN, SYLVIE FORTIN ETAL	Windy Damis
2023-00000489	Active	H-EXTENSION - Extension Hearing	2330 SW 51 CT	FAGUY, DALTON RICHARD	Windy Damis
2023-00000643	Active	H-ABATEMENT - Abatement Hearing	3011 SW 51 ST	RIVERA,EDY A & BIBIAN L	Windy Damis
2023-00000902	Active	H-EXTENSION - Extension Hearing	5231 SW 26 TER	CORTEZ, ELIAS CORTEZ, ZUHEY	Windy Damis
2023-00000996	Active	H-FIRST HEARING - First Hearing	2512 SW 55 ST	HELLWIG, MARY LOU H/E RATOFF, RONALD	Windy Damis
2023-00000997	Active	H-FIRST HEARING - First Hearing	2508 SW 55 ST	ADRIENNE MEYER TAMALAVICH ADRIENNE M TAMALAVICH REV LIV TR	Windy Damis
2023-00001065	Active	H-FIRST HEARING - First Hearing	4989 SW 32 TER	POWELL, RICHARD S & POWELL, JOANNE A	Windy Damis
2023-00001146	Active	H-FIRST HEARING - First Hearing	2270 SW 51 CT	VALDES, MARTHA NATACHA	Windy Damis
2023-00001171	Active	H-FIRST HEARING - First Hearing	2051 GRIFFIN RD	2051 GRIFFIN ROAD LLC	Windy Damis
2023-00001180	Active	H-FIRST HEARING - First Hearing	SW 21 LN	ESTATES OF FT LAUD PROP OWNERS ASSOC	Windy Damis
2023-00001181	Active	H-FIRST HEARING - First Hearing	4550 RAVENSWOOD RD	ESTATES OF FT LAUD PROP OWNERS ASSOC	Windy Damis
2023-00001182	Active	H-FIRST HEARING - First Hearing	SW 54 ST	ESTATES OF FT LAUD PROP OWNERS ASSOC	Windy Damis
2023-00001284	Active	H-FIRST HEARING - First Hearing	4830 SW 28 TER	N & D HOLDING INC	Windy Damis
2023-00001285	Active	H-FIRST HEARING - First Hearing	5001 SW 27 AVE	EVANS, BRENT H/E TOMASSI, PIETRO	Windy Damis
2023-00001286	Active	H-FIRST HEARING - First Hearing	5512 LAGOON DR	VELO, LOUISE	Windy Damis
2023-00001287	Active	H-FIRST HEARING - First Hearing	3211 ROYAL PALM CT	PSARAS, GEORGIOS A	Windy Damis

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, DECEMBER 12, 2023 – 7:00 P.M.

DRAFT

1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 7:04 p.m.

Present:

Mayor:	A. J. Ryan IV
Vice-Mayor:	Lori Lewellen
Commissioners:	Joyce L. Davis
	Tamara James
	Marco A. Salvino, Sr.
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Eve Boutsis
City Clerk:	Elora Riera, MMC

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ryan called for a moment of silence followed by the Pledge of Allegiance to the United States Flag.

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 Principal Dr. Tracy D. Jackson, Collins Elementary - *Sponsored by Mayor Ryan*

Principal Dr. Tracy D. Jackson thanked the Commission for their ongoing support of Collins Elementary School.

City Manager Garcia gave a $1,000.00 donation from her contingency funds to Collins Elementary School.

3.2 Autism Certified City Presentation by Meridith Tekin - *Sponsored by Commissioner Davis*

Commissioner Davis introduced the item.

Meridith Tekin spoke and provided a presentation on how the city can become an autism certified city.

3.3 American Legion Post 304 Update by Gunny Savage - *City Manager's Office*

Gunny Savage provided an update on the American Legion Post 304. He presented a plaque, sign and flag to the City.

3.4 Florida American Legion Boys State Program Update - *Sponsored by Mayor Ryan*

Mayor Ryan provided an update on Boys State.

John Serrao and Samuel Vaknin spoke about their experience with Boys State and Commander Anderson thanked the Commission for their support.

3.5 Recognition to Commissioner Salvino for Sponsoring the Employee Picnic - *Human Resources*

City Manager Garcia and Chief Human Resources Officer, Linda Gonzalez presented Commissioner Salvino with a token of appreciation and thanked him for sponsoring the Employee Picnic.

Commissioner Salvino thanked City Manager Garcia, Chief Human Resources Officer Linda Gonzalez and City staff.

3.6 Parks & Recreation Teen Summer Camp Video - *Parks and Recreation*

Deputy Parks and Recreation Director Cassi Waren introduced the item and presented a video of the summer camp activities.

Elijah Damus, Vice President of the Youth Advisory Council spoke about his experience at the Teen Summer Camp.

3.7 Update on the Nyberg Swanson Renovation - *Public Services*

This item was heard after item 3.8.

Director of Public Services Fernando Rodriguez provided an update on the Nyberg Swanson renovation.

3.8 Special Event Application - Dania Pointe 2024 Events - *Parks and Recreation*

This item was heard after item 3.6.

City Manager Garcia commented that these have been reviewed and approved by all departments.

Consensus to approve items 3.8, 3.9, 3.10 and 3.11.

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3.9 Special Event Application - 2024 MLK Event & Parade - *Parks and Recreation*

This item was heard under item 3.8.

3.10 Special Event Application - Mr. Green Fruit & Vegetable Sales - *Parks and Recreation*

This item was heard under item 3.8.

3.11 Special Event Application - Panther Fireworks - *Parks and Recreation*

This item was heard under item 3.8.

4. PROCLAMATIONS

None.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia said the City has been monitoring the weather and it is anticipated that the City will receive heavy rainfall over the next few days. The City is prepared for the coming rains. She thanked the City Commission for their support on the budget to allow Dania Beach to move forward. She reviewed the upcoming Dania After Dark events and encouraged all residents to come out. She gave an update on the electric vehicle charging stations at City Hall and noted that Code Compliance is inspecting all businesses in the City for Business Tax Receipts. The City is very proud of the historic Nyberg Swanson House and she is looking forward to the ribbon cutting at the end of the year. She wished everyone happy holidays.

Commissioner James asked what was done to the electric vehicle charging stations and how the City is going to manage the parking lot. City Manager Garcia responded that a Request for Proposal was put out to upgrade the City's electric vehicle charging stations to allow for faster charging. The City's goal is to improve the service for the residents and those that visit the City.

5.2 City Attorney

- Discussion Regarding the PATCH

City Attorney Boutsis noted it was raised during the CRA meeting that the City would like to hold a workshop between the CRA, Commission and City Staff regarding what to do with the PATCH. The City Clerk will be contacting everyone to coordinate a meeting in January.

5.3 City Clerk - Reminders

City Clerk Riera reminded the Commission of the following upcoming meetings:

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- January 9, 2024 - CRA Board Meeting -5:30 p.m.
- January 9, 2024 - City Commission Meeting - 7:00 p.m.
- January 23, 2024 - Commission Workshop on Social Media - 5:00 p.m.
- January 23, 2024 - City Commission Meeting - 7:00 p.m.

City Attorney Boutsis commented that she sent an email to the Commission to seek direction about a workshop on the Form 6 for February 27, 2023, and inquired if the Commission would be interested in a workshop by Robert Myers for assistance. The Commission agreed to hold a workshop on February 27, 2023.

City Manager Garcia noted that the City is working on a Request for Proposal for the audio at City Hall.

City Clerk Riera commented that she will be in touch with the Commission once the date and time for the workshop has been confirmed.

6. PUBLIC SAFETY REPORTS

Captain Tarala provided an update on recent arrests, criminal activity in the City and a Federal Firearms Investigation on one of the residents. He informed the Commission that all speed trailers and LPR trailers are out in the City for the holiday season. He spoke about upcoming events the Sheriff's office will be holding in the community and gave an update on homeless outreach.

Fire Chief Pellecer thanked Dania Pointe for allowing the firefighters to train at their buildings. He thanked the City Manager, Deputy City Manager Sosa-Cruz, the Mayor, and Commissioners for their support over the last year and for putting a 3rd rescue truck in service. This could not have been accomplished without their support. He thanked the City and the Commission for their support of the 9/11 commemoration. He is proud that the City's fire department took part in flying the flag at the Dania After Dark Veteran's Day event and commented that Dania After Dark has been taken to a new level. The department has been meeting with the seniors in the community and they recently handed out the File of Life card for citizens to put on their refrigerator listing what medications and medical history. He anticipates a lot of milestones in 2024.

7. CITIZENS' COMMENTS

The following spoke under public comments:

- Polly Jones Mosley – 701 W. Dania Beach Blvd.
- Kim Watkins – 217 NW 6th Avenue
- William Dunaske – 4464 SW 37th Avenue

8. CONSENT AGENDA

Commissioner James made a motion to approve the consent agenda. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

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8.1 Minutes: November 14, 2023 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE A CHANGE ORDER WITH TEAM CONTRACTING, INC. FOR MATERIALS AND LABOR FOR THE "SIDEWALK DEMOLITION AND INSTALLATION, TIER I" PROJECT AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF ONE HUNDRED THIRTEEN THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS AND FIFTY-ONE CENTS ($113,175.51) THAT IS WITHIN THE APPROVED CONTRACTED AMOUNT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Approved under consent agenda.

8.4 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RANKING OF CONSULTING FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-020, "CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES FOR THE SOUTHEST DRAINAGE PROJECT", AND SELECTING ALLY ENGINEERING SERVICES, INC. AS THE FIRST RANKED FIRM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Approved under consent agenda.

8.5 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A ONE (1) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH BEACH RAKER, LLC, FOR BEACH CLEANING SERVICES WHICH SERVICES SHALL NOT EXCEED THE ANNUAL AMOUNT OF ONE HUNDRED SIX THOUSAND TWO HUNDRED DOLLARS ($106,200.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

Approved under consent agenda.

8.6 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ALLOCATING ADDITIONAL AMERICAN RESCUE PLAN ACT STATE

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AND LOCAL FISCAL RECOVERY FUND PROCEEDS TO THE CITY'S RESIDENTIAL STORM PROTECTION PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

8.7 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A DRINKING WATER STATE REVOLVING FUND PLANNING LOAN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE DESIGN OF AN ADVANCED WATER METER READING SYSTEM (AMR) AND AUTOMATED METER INFRASTRUCTURE SYSTEM (AMI); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Finance)*

Approved under consent agenda.

8.8 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF ADMINISTRATIVE IMPACT FEES FOR THE DESIGN OF CITY HALL EXPANSION INSIDE THE ATRIUM AND THE MODERNIZATION OF THE ATRIUM AND CITY COMMISSION CHAMBER. *(Finance)*

Approved under consent agenda.

8.9 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE TWO CHANGE ORDERS TO MODIFY THE SCOPE OF THE AGREEMENT WITH INDUSTRIAL MAINTENANCE SERVICES, INC. FOR CONCRETE CRACK REPAIRS AND ELECTRICAL PANEL REWIRING AND IMPROVEMENTS FOR THE DANIA BEACH PIER REPAIR PROJECT; AUTHORIZING THE USE OF PREVIOUSLY AUTHORIZED FUNDS IN THE AMOUNT OF FIFTY THOUSAND TWO HUNDRED ELEVEN DOLLARS AND TWENTY-SIX CENTS ($50,211.26) THAT IS WITHIN THE APPROVED CONTINGENCY FOR THE UNDERLYING CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Approved under consent agenda.

8.10 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR THE PURCHASE OF SEVEN (7) PREVIOUSLY APPROVED FORD MAVERICK VEHICLES, DUE TO

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UNAVAILABILITY OF THE APPROVED MODEL AND THE AVAILABILITY OF A SLIGHTLY DIFFERENT MODEL, IN AN AMOUNT NOT TO EXCEED TWENTY THREE THOUSAND THREE HUNDRED TEN DOLLARS ($23,310.00) FROM BACHRODT FT (DBA PALMETTO FORD), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION ("FSA") CONTRACT FSA23-VEL31.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Approved under consent agenda.

8.11 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING A PROGRAM FOR PUBLIC INFORMATION (PPI) DOCUMENT WHICH INCLUDES THE FLOOD INSURANCE COVERAGE IMPROVEMENT PLAN, AND THE FLOOD RESPONSE PREPARATION PLAN TO EDUCATE THE COMMUNITY PERTAINING TO FLOODPLAIN MANAGEMENT AND REGULATION; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. (*Community Development)*

Approved under consent agenda.

8.12 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING CYBERSECURITY STANDARDS IN COMPLIANCE WITH FLORIDA STATUTES SECTION 282.3185(4)(A), DELEGATING ALL CYBERSECURITY AUTHORITY TO THE CITY MANAGER, AND AUTHORIZING THE CITY MANAGER TO RESPOND TO CYBER THREATS AND TAKE APPROPRIATE ACTION AS NEEDED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

8.13 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RETROACTIVE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE CITY OF DANIA BEACH, PROVIDING FOR MUTUAL AID EMERGENCY SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

8.14 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AMENDED THE

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AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND WSP USA, INC., IN ORDER TO CHANGE OF SCOPE OF THE AN EXISTING AGREEMENT FOR THE SOUTHEAST DRAINAGE PROJECT TO ELIMINATE CONSTRUCTION ENGINEERING INSPECTION (CEI), AND ADDING IN THE FOLLOWING SERVICES: POST ENGINEERING SERVICES INCLUDING ADDRESSING REQUESTS FOR INFORMATION (RFI) SUBMITTALS, REVIEWING DESIGN CHANGES FOR UNFORESEEN CONDITIONS, AND PREPARING RECORD DRAWINGS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Approved under consent agenda.

8.15 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT EXISTING BETWEEN THE CITY AND WESTREC MARINA MANAGEMENT, INC. ("WESTREC") TO EXTEND THE MONTH TO MONTH SERVICES FOR UP TO AN ADDITIONAL NINETY (90) DAYS THROUGH MARCH 31, 2024, UNDER THE EXISTING PRICING, TERMS, AND CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

Approved under consent agenda.

8.16 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AMEND THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND BURKHARDT CONSTRUCTION, INC., INCREASING THE TIME PERIOD FOR PRECONSTRUCTION SERVICES BY UP TO 120 DAYS, UNDER THE CONSTRUCTION MANAGER AT RISK AGREEMENT FOR C.W. THOMAS PARK IMPROVEMENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

Approved under consent agenda.

8.17 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF A SOLE SOURCE VENDOR, CIVICPLUS LLC, FOR PURCHASING CIVICENGAGE EVOLVE MUNICIPAL WEBSITE, IMPLEMENTATION, AND TRAINING SERVICES UNDER A THREE YEAR AGREEMENT; AND TO EXCEED THE CITY'S ANNUAL VENDOR PURCHASING THRESHOLD AMOUNT OF FIFTY THOUSAND ($50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

Approved under consent agenda.

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9. BIDS AND REQUESTS FOR PROPOSALS

None.

10. QUASI-JUDICIAL HEARINGS

10.1 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PLAT NOTE AMENDMENT (DR-082-23) FOR "THE NCL PLAT"; OF APPLICANT, FLL AIRPORT LODGING, LLC, FOR PROPERTY LOCATED AT GULFSTREAM WAY, WITHIN THE CITY OF DANIA BEACH, FLORIDA; AS LEGALLY DESCRIBED IN EXHIBIT "A" ("PROPERTY"), A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the resolutions for items 10.1 and 10.2 into the record and swore in anyone who may be speaking on the item. She also asked for any disclosures as to the application and Vice Mayor Lewellen and Commissioner James stated that they spoke with the attorney for the developer and can remain impartial.

Senior Planning and Zoning Manager Claudia V. Batista introduced the item.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Vice Mayor Lewellen made a motion to approve items 10.1 and 10.2. The motion was seconded by Commissioner Davis which carried 5-0 on roll call vote.

10.2 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-040-23) AND VARIANCES (VA-065-23, VA-066-23, VA-067-23 AND VA-076-23) OF APPLICANT, FLL AIRPORT LODGING, LLC, FOR PROPERTY LOCATED AT GULFSTREAM WAY, WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A" ("PROPERTY"), A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

This item was taken with item 10.1.

10.3 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-019-09 MOD) AND VARIANCE (VA-039-23) APPLICATIONS, SUBMITTED BY THE PROPERTY OWNER, 4300 RAVENSWOOD LLC, FOR PROPERTY LOCATED AT 4300 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF

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WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the resolution into the record and swore in anyone who may be speaking on the item. She also asked for any disclosures as to the application and both Commissioner James and Commissioner Salvino stated that they spoke with someone and can remain impartial.

Deputy Director of Community Development Corinne Lajoie introduced the item.

Mayor Ryan opened the floor to public comments and the following spoke:

- Dave Reich – 4161 SW 22nd Avenue
- William Dunaske – 4464 SW 37th Avenue

Public comments were closed.

Attorney Richard Coker for the applicant, spoke to provide a response on the public comment and discussion ensued about the use of the building and the public's concern of the possibility of hazardous waste runoff.

General Manager, James Obrien of NexTran explained the use of the accessory building.

Director of Community Development Eleanor Norena spoke on the matter.

Commissioner Salvino made a motion to approve the resolution. The motion was seconded by Vice Mayor Lewellen which carried 4-1 on roll call vote with Commissioner Davis voting no.

10.4 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-023-23MOD), OF APPLICANT, FRANMAR PROPERTIES OF SOUTH FLORIDA LLC, FOR PROPERTY LOCATED AT 2181 SW 42nd STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the resolution into the record and swore in anyone who may be speaking on the item. She also asked for any disclosures as to the application and there were none.

Deputy Director of Community Development Corinne Lajoie introduced the item.

Mayor Ryan opened the floor to public comments and the following spoke:

- Dave Reich – 4161 SW 22nd Avenue

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- Derrick Hankerson – 746 SW 3rd Street
- Leigh Kerr - 808 East Las Olas Blvd.

Commissioner James made a motion to approve the resolution. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

FIRST READING ORDINANCES

11.1 ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ORDINANCE 2022-031 AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE WAS PROPOSED TO NOT TO EXCEED THE PROJECT ESTIMATE OF FOUR MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS ($4,821,520.00); TO NOW REFLECT THE BID COSTS OF NINE MILLION SEVEN HUNDRED SEVENTY FOUR THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS ($9,774,595.00), WHICH EXCEEDS THE MONETARY COST ESTIMATE FROM ORDINANCE 2022-031, TO FUND BID ITB NO. 2023-010 "REHABILITATION OF LIFT STATIONS 1, 2 AND 3 (RE-BID)" PROJECT; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the ordinance into the record.

Deputy Director of Public Services Dincer Ozaydin introduced the item.

Vice Mayor Lewellen made a motion to approve the ordinance on first reading. The motion was seconded by Commissioner Davis which carried 3-0 on voice vote with Commissioner James and Commissioner Salvino absent for the vote.

11. **SECOND READING ORDINANCES**

12.1 ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED "OFFENSES – MISCELLANEOUS"; AT ARTICLE IV ENTITLED "NOISE"; AMENDING SECTIONS 17-80 ENTITLED "DEFINITIONS"; SECTION 17-81 ENTITLED UNREASONABLY LOUD NOISE PROHIBITED"; SECTION 17-85 ENTITLED "EXEMPTIONS"; TO UPDATE THE CITY'S CODE RELATING TO UNNECESSARY AND EXCESSIVE NOISE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager & Community Development)*

City Attorney Boutsis read the title of the ordinance into the record.

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City Manager Garcia introduced the item and presented an amendment to the Ordinance proposed by Commissioner Salvino to implement a City-wide quiet time between the hours of 11 p.m. to 7 a.m. Monday through Sunday and to provide a monthly report to the Commission.

Deputy City Manager Sosa-Cruz provided additional information and clarification on the 100 feet distance and time allowance.

Commissioner James said she appreciates the diligence, but quiet zone still says 100 feet. The City needs to be careful as we have places on the beach and at Dania Pointe where the City needs to be careful of their own ordinances. The ordinance concerns her, and she thinks they can find a compromise.

Deputy City Manager Sosa-Cruz responded that the beach and Dania Pointe have a different process. The City is trying to be fair and transparent and have our residents understand the law and allow the officers to enforce it.

Commissioner James said she would be comfortable with changing the times to find a balance.

Commissioner Salvino commented that he has received a lot of phone calls from residents, and this is a tough subject. He said most people get along with their neighbors and questioned how many complaints the City has received over the last year.

City Attorney Boutsis responded that the City has 35,000 residents and the City had 711 noise complaints in 2023.

Commissioner Salvino said most complaints probably came from the same person or are from Airbnb's. The City will not cure the problem but needs to start somewhere and adjust if needed. People are respectful in most cases, and he is in favor of starting someplace. We have to trust our staff and administration.

Deputy City Manager Sosa-Cruz responded that the City will be putting it on the agenda every month. BSO will be adding it to their safety report and there will be a line item every month for noise complaints. The City will revisit it as needed.

Commissioner Davis thanked staff and the City administration for trying to find a balance. She does believe noise is personal to one's quality of life. She has done her due diligence within her neighborhood, and she believes that the 11 p.m. time is not a good quiet time for someone with children or elderly people. She is concerned with the time frame and distance.

Deputy City Manager Sosa Cruz asked for a distance and time she is comfortable with, and Commissioner Davis responded 50 feet and maybe 10 p.m.

Mayor Ryan opened the floor to public comments and the following spoke:

- Bobbie H. Grace – 110 NW 8th Avenue
- Andre Dessureault – 306 SE 3rd Street
- Rhonda Bachmann – 306 SE 3rd Street
- Gerald Campbell – 1118 SE 6th Avenue

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- Ronald Koenig – 360 SE 6th Street
- Denise Koenig – 360 SE 6th Street
- Bob Adams – 330 SE 3rd Terrace
- Derrick Hankerson – 746 SW 3rd Street
- Shawn DeRosa – 408 SE 5th Street
- Rae Lair – 5650 SW 32nd Terrace
- Betty Sokol – 609 NW 10th Street
- Christopher Johnston – 745 NW 12th Avenue
- Brenda Lee Chalifour – 814 NW 10th Avenue

Deputy City Manager Sosa-Cruz thanked the residents for coming out to express their opinions and stated everything the City does is to protect residents' property rights, business property rights and increase the quality of life for all residents.

Vice Mayor Lewellen thanked the residents for being patient tonight and thanked Commissioner Salvino for his suggestions as they are thoughtful and reasonable. She said she has received numerous communications in support of this ordinance, and this is an ordinance that is reasonable and enforceable. She made note of the complaints received over the last year and said most were from the same resident and presented emails sent to the City by the resident complaining about his neighbors. She reiterated that the City will continue to monitor the noise issues and it will be brought back at each meeting. She said this ordinance is a step in the right direction and thanked the City staff for putting this together and trying to work with the community and do what is best for the City.

City Attorney Boutsis noted the recommendation from Commissioner Salvino about the quiet zone would involve the property line and that property line definition would remain in the Code. She explained this change came about due to a resident not being satisfied with how the ordinance was being administered. She noted that the City hired outside counsel and the resident has not been satisfied with the response, saying that the Sheriff's office is not doing their job. She clarified that the issue is not about the Sheriff's office not doing their job, but that they are interpreting the code differently from the resident. The City is seeking to clarify the code so that there are no further concerns. She addressed the issue of sound decibel meters and explained the issues involved.

Mayor Ryan said he sympathizes with the residents. The City's prior code was hard to enforce by our Code Officers and BSO. The City has reviewed 30-40 ordinances within the state to come to this. This gives the City a parameter to make it enforceable and these changes will make it better for both Code Enforcement and BSO to enforce.

Commissioner James made a motion to approve the resolution with the amendment of 9 p.m. on weekdays and 11 p.m. on weekends with a 50 ft. distance. The motion was seconded by Commissioner Davis which failed 3-2 with Commissioner Davis and Commissioner James voting yes and Commissioner Salvino, Vice Mayor Lewellen and Mayor Ryan voting no.

Vice Mayor Lewellen made a motion to approve the ordinance on second reading with the amendment proposed by Commissioner Salvino. The motion was seconded by Commissioner Salvino which carried 3-2 with Commissioner Davis and Commissioner

James voting no and Commissioner Salvino, Vice Mayor Lewellen and Mayor Ryan voting yes.

12.2 ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, OF THE CITY CODE OF ORDINANCES, ENTITLED "ADMINISTRATION" AT ARTICLE V, ENTITLED "RESERVED" BY AMENDING SECTION 2-101, ENTITLED "NAMING OF CITY OWNED FACILITIES" TO MODIFY THE BACKGROUND CHECK CRITERIA OF THE CODE, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

City Attorney Boutsis read the title of the ordinance into the record.

Vice Mayor Lewellen made a motion to approve the ordinance on second reading. The motion was seconded by Commissioner Salvino which carried 5-0 on voice vote.

12. **DISCUSSION AND POSSIBLE ACTION**

13.1 Discussion and Presentation by Island Syndicate for Commemorative Publication and Visioning Process - *Commissioner Davis / City Manager (Marketing)*

Commissioner Davis introduced the item.

David Muir and Calibe Thompson of Island Syndicate explained the process and the services they provide to produce a keepsake book for the City.

Mayor Ryan said this will be a challenge and there is a lot that needs to be incorporated into this.

Discussion ensued regarding the length of the book, cost and where to obtain additional funding not previously budgeted.

Mr. Muir stated the 84-page book would cost $84,000.00 to include production and printing of 1000 copies of the book.

City Manager Garcia recommended a mid-year budget adjustment to cover the additional $24,000.00.

Vice Mayor Lewellen inquired if a digital copy would also be made available. Mr. Muir and Ms. Thompson responded they could provide a digital copy with the ADA remediation so that it is ADA accessible as well.

Commissioner Salvino made a motion to approve the additional $24,000 as a mid-year budget amendment. The motion was seconded by Commissioner Davis which carried unanimously on voice vote.

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Mr. Muir inquired about a primary liaison for the project and City Manager Garcia said Marketing and Communications Director Nannette Rodriguez would be the primary contact.

13.2 Selection of a constituent communication email platform - *City Manager / Finance*

Marketing and Communications Director Nannette Rodriguez said the City has a contract with Constant Contact and she will coordinate with Maxine on who needs an account set up.

13. **APPOINTMENTS**

14.1 - Planning and Zoning Board Vacancy (1) - *Commissioner James*
- Dania Beach Housing Authority Vacancy (1) - *Mayor Ryan*

Commissioner James deferred her appointment for the Planning and Zoning Board to the next meeting.

Mayor Ryan reappointed Ivie Cure to the Dania Beach Housing Authority Board.

Commissioner James made a motion to approve the appointment. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

14. **COMMISSION COMMENTS**

15.1 Commissioner Davis

Commissioner Davis will save her comments for her newsletter.

15.2 Commissioner James

Commissioner James provided a handout for a key proposal to be given to Dania Pointe. She is seeking authorization for the key, plaque, and a base. She is requesting for the funds to come from the Commission continency as it would be from the entire Commission, not to exceed $5,000.

Commissioner Salvino suggested the City get permission from Dania Pointe and then they could pick and approve the funding and Commissioner James responded that the Commission needs to approve the funding now.

Commissioner Salvino made a motion to accept the request from Commissioner James using option #1 of the proposal. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

Commissioner James thanked everyone for the phenomenal job on the annual Thanksgiving drive. The MLK organization is having financial difficulties, and she is asking for a contribution from her personal contingency for the upcoming events, a prayer breakfast, a banquet, a parade and peace in the park. She is requesting $5,000 from her contingency for the event. Consensus was received.

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She wished everyone happy holidays and a happy new year.

15.3 Commissioner Salvino

Commissioner Salvino wished everyone Happy Holidays.

15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen commented that she has been told our tree lighting ceremony rivaled Christmas on Las Olas, and she agrees. The winter camp is starting, and she would like to cover the cost of 3 students from each camp. Consensus was received. She inquired if the teen program was in need of additional funds and requested consensus to put some of her contingency funds towards the teen program. Consensus was received. She wished everyone happy holidays.

15.5 Mayor Ryan

Mayor Ryan commented that Committee of 100 is having their annual dinner at Tropical Acres, and he is requesting a $250.00 sponsorship from his contingency funds. Consensus was received. He noted that the City has accomplished a lot this year, he thanked the staff and wished everyone happy holidays.

15. **ADJOURNMENT**

Mayor Ryan adjourned the meeting at 11:31 p.m.

ATTEST:

CITY OF DANIA BEACH

_____

ELORA RIERA, MMC
CITY CLERK

_____

ARCHIBALD J. RYAN IV
MAYOR

Approved:

DRAFT

City of Dania Beach
Parks & Recreation Memorandum

DATE: 1/9/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Cassi Waren, CPRP, Deputy Director of Parks & Recreation

SUBJECT: Authorizing an agreement with Oasis Marina, LLC for Management of the Dania Beach Marina.

Request:
The Parks and Recreation Department is requesting the adoption of a resolution authorizing the proper City Officials to execute an agreement with Oasis Marina, LLC for Management of the Dania Beach Marina.

Background:
The City advertised RFP No. 2023-012 for Marina Management Services on July 10, 2023 and the bids were publicly opened on August 3, 2023.

The City Commission approved Resolution 2023-090 on August 22, 2023, authorizing the agreement with Oasis Management, LLC (Oasis) for management of the Dania Beach Marina.

Oasis will serve as a full-service operator to provide the City with expertise and support across every aspect of marina operations, from front-of-house guest engagement to back-of-house services such as accounting, marketing and human resources. Oasis plans to completely reimagine the Marina with the goal of establishing it as a must-experience destination.

Oasis will first build an on-site team consisting of the General Manager, Associate General Manager, Dockmaster and Marina Services Associates who will oversee the day-to-day operations. From there, they will create a marketing plan through their in-house marketing team, with the goal of establishing the Marina as a destination. Oasis will be responsible for all maintenance of the Marina under the general supervision of the Department of Parks and Recreation.

Oasis will be responsible for all facets of the day-to-day operation of the Marina and provide ongoing recommendations to the City for the successful operation of the facility, to provide the best overall customer experience and enhance the value of the Marina as an asset of the City.

Budgetary Impact
Oasis will receive a monthly management fee of 6.5% of the Marina Revenue generated by the

dockage and transient fees, plus a fixed fee of $6,500.00 for Marketing and Accounting services as outlined in the attached agreement. Funding appropriations were planned for and are available in the City Ocean Park Fund Marina Contractual Services Account No. 415-72-09-575-34-10.

Recommendation

It is recommended that the City Commission adopt the Resolution authorizing the proper City Officials to execute an agreement with Oasis Marina, LLC for Management of the Dania Beach Marina.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH OASIS MARINA, LLC, FOR MANAGEMENT OF THE DANIA BEACH MARINA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised Request for Proposals ("RFP") No. 2023-012 "Marina Management Services" in the Sun-Sentinel, and posted on the City's website and Demand-Star on July 10, 2023, with bids publicly opened on August 3, 2023; and

WHEREAS, on August 22, 2023, via Resolution No. 23-090, the City Commission approved negotiations with the first ranked responded Oasis Marina, LLC; and

WHEREAS, the parties agreed to the terms contained in the attached agreement; and

WHEREAS, City Administration is recommending that an Agreement with Oasis Marina, LLC ("Oasis") be executed for a period of five (5) years and provide for an option of continuation of service for five (5) years, subject to approval of the City; and

WHEREAS, the City shall pay Oasis a monthly management fee ("Monthly Management Fee") of six and one half percent (6.5%) of the Marina Revenue generated by the dockage and transient fees, plus a fixed fee of Six Thousand Five Hundred Dollars ($6,500.00) for Marketing and Accounting services; and

WHEREAS, Oasis will be responsible for all facets of the day-to-day operation of the Marina and provide ongoing recommendations to the City for the successful operation of the facility in order to provide the best overall customer experience and enhance the value of the Marina as an asset of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City of Dania Beach directs the proper City officials are authorized to execute an Agreement with Oasis Marina LLC, which is attached and incorporated into this Resolution as Exhibit "A", with Oasis for management of the Dania Beach Marina as outlined above, including the length of the term of the Agreement as noted above.

Section 3. That funding appropriations were planned for and are available in the City Ocean Park Fund Marina Contractual Services Account No. 415-72-09-575-34-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective 10 days after adoption.

PASSED AND ADOPTED on _____ 2024.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (the "Agreement") dated and effective on 6th January 2024 (the "Effective Date") is between Oasis Marina, LLC, a Maryland limited liability company with a mailing address of 222 Severn Ave, Bldg. 14 Ste 200, Annapolis, Maryland 21401 ("Contractor" or "Oasis") and the City of Dania Beach, Florida, a municipal corporation ("City"), 100 W. Dania Beach Blvd., Dania Beach, FL 33004. City and Contractor are collectively known as the "Parties" or singularly as a "Party".

RECITALS

A. City owns the Marina located at 151 North Beach Road, Dania Beach, Florida 33004, known as Dania Marina (the "Marina");

B. It is the intention of City that the wet slips at the Marina be rented to third parties for use as temporary boat storage facilities, and that the Marina facilities are put to their intended use;

C. Contractor is in the business of managing marinas and currently manages similar facilities;

D. City has engaged Contractor to manage the Marina and Contractor shall manage, operate, provide maintenance and security for the Marina in accordance with the terms and conditions of this Agreement as hereinafter set forth in the location described as the Dania Beach Municipal Marina Slip Layout described in Exhibit "A", which is attached and incorporated into this Agreement by this reference;

E. City's intent in retaining Contractor is to have a vital, financially successful and self-supporting marina by engaging Contractor to improve the Marina infrastructure, minimize costs, and maximize net revenue to the City; and

F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for good and other valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, Contractor and City agree as follows:

1. **Documents Comprising Contract.**

The contract between the parties shall include this Agreement, as well as the following documents, which are made a part of the Agreement and incorporated into it by their reference:

(a) The City of Dania Beach Request for Proposal, RFP #23-012 ("RFP"), its Exhibits and Attachments issued on July 10, 2023, and all of its addenda is attached to this Agreement as Exhibit "B". Contractor's response to RFP is attached to this Agreement as Exhibit C.

(b) Exhibits

Exhibit A – Dania Beach Municipal Marina Slip Layout
Exhibit B – RFP
Exhibit C – Contractor's response to RFP
Exhibit D - Annual Budget Provisions
Exhibit E – Accounting Support Services
Exhibit F – Marketing Services

(c) Attachments – City Purchasing Policies and Procedures

(d) The parties shall mutually develop the annual marina budget ("Annual Budget") and submit it for review and approval to the City Manager and City Commission for each upcoming fiscal year of the City, beginning October 1st of each year. The parties shall develop such a budget and submit it to the City Manager and City Commission no later than April 1st of the applicable year. Contractor shall prepare and deliver budget to City for City's review and approval in accordance with the procedures specified on Exhibit D.

If there is a conflict between the terms of this Agreement and any of the terms of the above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall prevail and the terms of the remaining documents shall be given preference in their above-listed order.

2. **General Contract Terms.**

(a) **INTENTIONALLY DELETED**

(b) **INTENTIONALLY DELETED**

(c) **Entirety of Agreement.**

The Parties agree that this Agreement sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated in this Agreement. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized in this Agreement or by written instrument executed by the Parties. This Agreement and the exhibits and attachments to it and other documents and agreements specifically referred to in this Agreement constitute the entire

fully integrated Agreement between the Parties with respect to the subject matter of it and supersede all prior or contemporaneous verbal or written communication or agreements between the Parties excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the terms of this Agreement. This Agreement may only be amended by a written document, properly authorized, executed and delivered by each party to the other party. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement, where the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other.

If City or Contractor incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees. The parties waive any rights each may have to a jury trial.

(d) **Bankruptcy.**

It is agreed upon that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

(e) **Disputes, Venue, Attorney Fees**.

All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

In the event that a dispute, if any, arises between the City and Contractor relating to this Agreement, or its performance or compensation, Contractor agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City if it is commercially reasonable to do so and if the City is continuing to perform its obligations under this

Agreement.

(f) **Headings.**

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part of this Agreement.

(g) **Severability.**

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition of it shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

(h) **No Waiver of Right to Enforce.**

The waiver of any breach or any term covenant or condition in this Agreement contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement. No covenant, term, or condition shall be deemed to have been waived, unless such waiver is in writing. There shall be no accord and satisfaction unless expressed in writing and signed by both the City and Contractor.

(i) **Performance.**

Services shall be performed in a timely manner as specified in the City's RFP and Contractor's proposal submitted in response to the RFP.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified, shall relieve the Parties of any obligation to accept such performance.

(j) **Public Records Law**

Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	**ELORA RIERA, MMC, CITY CLERK**
Mailing Address:	**100 W. Dania Beach Boulevard** **Dania Beach, Florida 33004**
Telephone number:	**954-924-9800, Ext. 3623 Email:** **eriera@daniabeachfl.gov**

(k) **Notices.**

Any notice required or permitted in this Agreement is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the Parties set forth below, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first-class mail.

To the City: City of Dania Beach, Florida
100 W. Dania Beach Blvd.
Dania Beach, FL 33004
Attn: Ana M. Garcia, ICMA-CM

With Copy to: City of Dania Beach, Florida
100 W. Dania Beach Blvd.
Dania Beach, FL 33004
Attn: Eve A. Boutsis, City Attorney

To Contractor: Oasis Marinas
222 Severn Ave
Bldg. 14 Ste 200
Annapolis, Maryland 21401
Attention: Matthew Shipman, President

(l) **Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction.

(l) **Assignment, Subcontracting, Corporation Acquisitions and Mergers.**

Contractor shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City including an assignment pursuant to a corporate acquisition or merger. In the event of an assignment of the contract to a wholly owned subsidiary of Contractor, the City's written consent shall not be unreasonably withheld. Contractor shall provide a written notice to the City within thirty (30) business days of any assignment or subcontract.

(m) **Miscellaneous.**

(i) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;

(ii) No representative of Contractor or the City is authorized to make any representations, warranties or agreements other than as expressly set forth in this Agreement;

(iii) Any consent required by this Agreement to be given by City to Contractor shall be given in writing; and

(iv) Contractor disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. **Management.**

(a) **Term.**

Subject to the terms of this Agreement, City engages Contractor to manage the Marina and Contractor agrees to manage the Marina for an initial term of sixty (60) months commencing on the Effective Date and continuing through the date that is sixty (60) months from the Effective Date, unless it is sooner terminated pursuant to this Agreement. The City shall have the sole and absolute discretion to renew this Agreement for an additional sixty (60) months by providing Contractor written notice of its election to renew this Agreement within ninety (90) days prior to the expiration of the initial 60 month term of this Agreement.

(b) **Other Marinas**.

City acknowledges that Contractor is in the business of managing marina and other facilities ("Facilities") both for its own account and for third parties. It is expressly agreed that Contractor and its affiliates may continue to engage in such activities, and may manage Facilities in addition to those it presently manages so long as the Facilities are not in direct competition with City.

(c) **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Contractor is and shall remain an independent contractor and is not as agent, employee, partner nor joint venturer of the City. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating to those laws as they may be amended from time to time. Contractor's failure to comply with the above provisions shall then be considered a material breach and shall be grounds for immediate termination of the Agreement at the discretion of the City.

4. **Authority of Contractor.**

(a) **General Authority.**

Contractor agrees to provide the City with Marina Management Services as requested and as specifically outlined in the RFP , Contractor's response to the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, in compliance with the City's approved annual marina budget and City policy restrictions and procedures stated or referenced in this Agreement. Contractor shall have the authority to fully and completely supervise and direct the operations of the Marina and matters associated or related to the operation of the Marina, including boat slip rentals, retail sales of sundries, and supervision of all leases of space at the Marina referenced as Exhibit "A" attached to this Agreement and incorporated into it by this reference. City shall execute such documents as Contractor and City, in their reasonable judgment, deem necessary or advisable for Contractor to carry out its management of the Marina.

(b) **Renting of the Marina.**

Contractor shall use its reasonable discretion in recommending and establishing the terms and conditions of occupancy of boat slips in the Marina to the City. The City shall set the rates for the boat slip rentals after considering recommendations provided by Contractor. Contractor shall (i) enter into written rental agreements (the form of which shall be reviewed and approved in advance and in writing by the City) with such tenants , (ii) collect rent from such tenants as an agent of the City (iii) maintain all rental and receipt records of the Marina and (iv) provide a summary report to the City at least monthly (or more frequently as requested by the City Finance Director) of marina rental revenues earned or billed, rental collections and outstanding balances due.

Contractor acknowledges that the City has accepted and utilized grant funds from the Florida Inland Navigation District (FIND) to improve the Property. Florida Administrative Code Section 66B-2.004(4) requires that the user fees (slip rent, attenuator rent, mooring field rent) be the same for the general public of all of the FIND member counties. In other words, there can be no preferential rates or discounts for City or Broward County residents that are not also extended to users from the District's other 11 counties. In addition, Florida Administrative Code Section 66B-2.008(4) requires that dockage rates be within market comparison of the dockage rates of other area marinas. Also, this rule requires that at least 10% of the slips or mooring areas shall be available for transient vessels. Florida Administrative Code Section 66B-2.003 defines "public marina" which must include the City's Marina for grant purposes. In order to qualify for WAP assistance with FIND, the City's Marina must be and remain a "public marina", meaning that it must be open to the general public on a first-come, first-served basis without any qualifying requirements such as club membership, stock ownership, or differential in price. Contractor and City agree that the City Marina will be operated in accordance with Florida law so that the City Marina continues to qualify as a "public marina" for purposes of WAP assistance with FIND.

(c) **Marketing and Advertising.**

Contractor shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel relating to the Marina subject to authorized budget appropriations and restrictions. All advertising of the Marina, including signs, may be carried under the Contractor's name and the name of the City. All advertising and marketing costs shall be paid directly by Contractor on behalf of the City and shall be subject to the City's approval. Contractor shall include the Marina in all newsletters or periodicals which it publishes or distributes where relevant and City agrees to pay a pro rata share of related expenses as set out in paragraph 4 (r) "Shared Expenses".

(d) **Repair, Maintenance and Improvements**.

Contractor shall make and execute or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Marina, and the purchase, lease or other acquisition of the same, on behalf of the City within the scope of the marina's annual approved budget. Contractor shall make and execute or supervise and have control over the making and executing of, all decisions concerning the routine day-to-

day maintenance, including parking lot and restrooms, repair and landscaping of the Marina, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, Contractor shall negotiate and supervise the installation of minor capital improvements related to the Marina which Contractor, in its reasonable discretion, deems necessary or appropriate; provided, however, that Contractor shall obtain the prior approval of the City for all expenditures in excess of five thousand dollars ($5,000.00) for any one item (except monthly or recurring operating charges and emergency repairs if in the opinion of Contractor such expenditures are necessary to protect the Marina from damage or to maintain services to the tenants as called for in their leases). Contractor agrees to follow and comply with the City's Purchasing Policies and Procedures. All invoices for repairs, maintenance and improvements costs shall be approved by Contractor in writing and be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(e) **Personnel.**

Contractor's employees in contact with the public shall perform their duties in an efficient and courteous manner. Contractor shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Marina property. Contractor shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement.

(f) **Budget.**

Contractor shall annually, beginning with the fiscal year 2024-25, develop a proposed Annual Budget by April 1st of each applicable year, in conjunction with the City's budget preparation process, which shall be reviewed, modified and approved by the City Manager and City Commission in September of each applicable year. Contractor shall prepare and deliver budget to City for City's review and approval in accordance with the procedures specified on Exhibit D. The annual budget submittal shall include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. Contractor in proposing the annual expenditure budget shall include, but not be limited to, the following:

(1) **Personnel Costs**. All marina employees and staff will be employed and paid by Contractor. An organizational chart listing all of the full and part-time positions that Contractor is proposing, their positions with titles, number in each position, proposed pay ranges, and benefit costs for each position, shall be provided to the City.

(2) **Marketing and Promotion Costs.** Contractor shall provide a comprehensive marketing and promotion budget which will list the proposed specific expenditures and expected revenue plans and impacts to support the proposed plan.

(3) **Proposed Capital Improvement and Repair Maintenance Plan.** Contractor shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost by May 1st of each year.

(g) **Compliance with Annual Budget**.

Contractor shall use commercially reasonable efforts to operate the Marina in accordance with the approved Annual Budget. The Parties acknowledge that (i) the approved Annual Budget is an estimate only and (ii) Contractor shall be entitled to depart therefrom. If Contractor determines that circumstances will result in material changes between actual results and the approved Annual Budget during the course of the year, Contractor shall, within thirty (30) days of such determination, notify City of such in writing. Notwithstanding the foregoing to the contrary, Contractor shall not, without City's prior written approval, incur Operating Expenses that would cause the total Operating Expenses in the Annual Budget to exceed (A) any departmental line item provided for in the Annual Budget by more than ten percent (10%) or (B) the aggregate amount of Operating Expenses provided for in the Annual Budget by more than five percent (5%). Notwithstanding the foregoing to the contrary (including, for avoidance of doubt, the preceding sentence which shall not apply to the following), Owner acknowledges and agrees as follows:

i. certain expenses provided for in the approved Annual Budget will vary based on the occupancy and utilization of other revenue producing areas of the Marina, and accordingly, to the extent that occupancy and utilization of the Marina for any year materially exceeds the occupancy and utilization projected in the approved Annual Budget for such year, such approved Annual Budget shall be deemed to include corresponding increases in such variable expenses;

ii. Contractor shall have the right to pay all taxes, insurance premiums and utility rates actually incurred with respect to the operation of the Marina without reference to the amounts provided for in respect thereof in the approved Annual Budget for any year;

iii. if any expenditures are required to comply with any legal requirements or to cure or prevent any violation thereof, to the extent such expenditures must be expended in the current year in order to comply with legal requirements, Contractor may make such expenditures as may be necessary to comply with such legal requirements, whether or not provided for or within the amounts provided for in the approved Annual Budget for such year in question; and

iv. if any expenditures are required on an emergency basis to avoid damage to the Marina and/or protect the health, safety or welfare of the guests and/or employees of the Marina and/or to avoid injury to property (including watercraft) Contractor may make such expenditures, whether or not provided for or within the amounts provided for in the approved Annual Budget for any year.

(h) **Payment of Expenses**

Contractor shall be responsible for paying, out of and to the extent of funds on deposit in the Bank Accounts, the costs and expenses incurred on behalf of the Marina in the course of the operation of the Marina. "**Operating Expenses**" include but are not limited to the following costs and expenses (without duplication):

a. Wages, salaries, and incentive compensation for Oasis employees for services performed on behalf of the Marina, including payroll taxes and employee benefits, which include health and life insurance programs, a 401(k) program, and workers' compensation insurance.
b. All costs of providing onboarding services.
c. Third-party marketing costs such as creative services, production costs and advertising spend.
d. Concierge services which shall be billed at $50.00 per hour based on monthly usage Concierge services includes customer support, reservation services, problem resolution etc. handled by a central team to provide seamless, professional service to marina customers.
e. Slip contract administration services which shall be billed at $8.50 per month per contracted slip or storage. Slip contract administration services includes contract management, billing, and collections.
f. Accounting Services as described on Exhibit E ("Accounting Services").
g. Marketing Services as described on Exhibit F ("Marketing Services").
h. Payroll processing.
i. Reimbursable Expenses.
j. Costs incurred by Contractor to settle claims (including claim payments, settlements, reasonable attorneys' fees and legal costs).
k. Costs affiliated with Contractor's repair and maintenance obligations.
l. Telecommunications/phone/internet/Wi-Fi.
m. The purchase, maintenance/repair and replacement of uniforms.
n. Licenses, permits and insurance required for the operation of the Marina.
o. Credit card fees, bank fees, third party fees, and PCI-DSS costs and expenses related to payment operating system, as applicable.
p. Signs, printed materials, office supplies, postage, radios, and other expenses associated with the operation of the Marina.
q. Software systems and computer services required for Marina operation including but not limited to, POS systems, accounting systems, and bill payment systems and the charges for IT Services.
r. Other expenses as mutually agreed upon in writing between Owner and Oasis.

For purposes of clarity, the following are specifically **excluded** from the definition of Operating Expenses.

a. Major Capital Expenditures.
b. Expenditures for furniture, fixtures, and equipment.
c. payments on any mortgages or other financing.
d. depreciation and amortization of capitalized assets.
e. costs and expenses of Owner or Owner's personnel, including entertainment

expenses, salaries, wages and employee benefits of Owner's employees, directors' fees and the expenses of directors or Owner's employees to attend board meetings.

f. professional fees and costs, including the fees and disbursements of attorneys, accountants and appraisers, incurred directly or indirectly in connection with any category of expense that is not itself an Operating Expense.

g. capital and equipment lease expenses.

(i) **Bank Accounts.**

Contractor will establish an operating account (the "Operating Account") and any other bank account reasonably necessary for the operation of the Marina (e.g., a separate payroll account) (collectively, the "Bank Accounts"), in a bank or trust company selected by Contractor. The Bank Accounts shall be the property of Contractor. All risk of loss with respect to funds in the Bank Accounts shall be borne by the Contractor.

(1) **Initial Working Capital**. No later than the Effective Date, City will provide Contractor as working capital in the Operating Account an amount equal to two twelfths of the amount of Operating Expenses in the Annual Budget (the "Minimum Working Capital"). The Minimum Working Capital shall, at all times, remain property of the City subject to Contractor's right to use those funds as provided in this Agreement. The working capital shall be deposited in the Operating Account.

(2) **Monthly Deposit by City**. No later than the tenth (10th) day of each month Contractor will bill City in arrears for Operating Expenses paid by Contractor out of the Bank Accounts and shall notify City of the amount of the Monthly Deposit required to be made into the Operating Account by the last day of such month. The "Monthly Deposit" is an amount equal to (A) the amount of Operating Expenses paid by Contractor during the preceding month plus (B) any amount needed to maintain or replenish Minimum Working Capital. Failure to fund the Monthly Deposit by the end of the month in which the bill was issued is a breach of this agreement by City which may result in immediate termination of this Agreement solely at Contractor's discretion.

(j) **Agreements.**

Contractor shall have the authority to negotiate and recommend to the City such agreements which Contractor deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Marina and such other agreements which may benefit the Marina or be incidental to the matters for which Contractor is responsible under this Agreement. In the event any such agreement for the purchase of equipment or supplies exceeds Five Thousand Dollars ($5,000.00), Contractor shall be required to follow the City's procurement requirements and submit three (3) quotations from separate suppliers to the City.

(k) **Other Decisions.**

Contractor shall make all decisions in connection with the day-to-day operations of the Marina.

(l) **Regulations and Permits.**

Contractor will use commercially reasonable efforts to observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Contractor shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(m) **Management Records and Reports of Disbursements and Collections**.

Contractor shall establish, supervise, direct and maintain the operation of a system of written internal controls, record keeping and bookkeeping with respect to all revenue billing, receipts and disbursements in connection with the management of the Marina. The books, records and accounts shall be maintained at Contractor's Headquarters and accessible from the Contractor's local office using a Contractor accounting system. Revenue billings and receipts shall be reconciled, totaled on a bank deposit slip and deposited to the City's bank, or delivered to the City's Finance Department weekly to discourage thefts and office break-ins at the Marina office. Contractor shall take all measures to utilize credit cards and online payments/ACH as the preferred method of payment for services rendered to Marina customers, to reduce the amount of cash on hand.

City acknowledges that any budgets or projections prepared by Contractor for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by Contractor and approved by the City will be based in part on information provided by City, that any projections prepared by Contractor are subject to, and may be affected by, changes in financial, economic, competitive and other conditions and circumstances beyond Contractor's control and that such projections and budgets are not to be construed as a guarantee by Contractor of the actual results to be obtained from operations. Contractor acknowledges the importance of monitoring its actual revenue collections and expenditures in comparison to the approved budget plan. Contractor shall notify the City Manager in writing at least monthly of material deviations from the Marina's approved budget plan. A material deviation from the marina's budget plan shall be defined as a cumulative fiscal year to date budget variance in either revenues or expenditures that exceeds five percent (5%) of the budget plan, respectively. Such material deviations will be handled in accordance with procedures set forth in this Agreement. City acknowledges that Contractor makes no representations or warranties as to the results to be obtained from operations. City acknowledges that Contractor has no knowledge and cannot certify the accuracy of any historical information provided to Contractor by City. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the Contractor's books by Contractor personnel. All purchases for the Marina which fall under the City's area(s) of responsibility shall be made such that they comply with the City's Purchasing Policy, Procedures and Codes.

(n) **Collection**.

Contractor shall analyze and direct the collection and billing of all accounts receivable due to the City with respect to the Marina. Contractor shall provide a monthly reporting to the City in electronic format reflecting the details of each receivable balance and the cumulative total of all receivables that are more than sixty (60) days past due and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(o) **Legal Actions**.

Contractor shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Contractor deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach of them or default under them by such tenant, licensee, concessionaire or occupant. Contractor shall also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Contractor shall provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

(p) **Insurance.**

Contractor (as specified in RFP No. 23-012, in Section 8) shall pay for and maintain all necessary insurances including but not limited to, Marina Operators Legal Liability, automobile coverage, theft coverage, and environmental pollution coverage, listing the City as an additional named insured. Contractor shall provide Workers, Compensation coverage. The costs incurred by Contractor for applicable insurance coverage shall be included in the approved marina budget and shall be paid or reimbursed by the City, pursuant to the approved marina budget.

Contractor shall purchase or endorse its master policy to include the City. Contractor's policy must be primary.

As a part of the marina budget planning process for each subsequent Fiscal Year. all insurance coverage will be re-evaluated and specific coverages may be redistributed between the City and Contractor depending on what is most advantageous to the Parties. However, at all times the cost for insurance coverage for the Marina and the marina operations shall remain a part of the marina budget and will ultimately be paid or reimbursed by the City. If either Party chooses to carry additional insurance coverage that is not contemplated by the approved marina budget, then the cost of such coverage shall be the responsibility of the insured Party.

(q) **Restrictions.**

Notwithstanding anything to the contrary set forth in this Section 4, Contractor shall not be required to do, or cause to be done, anything for the account of City (i) which may make Contractor liable to third parties; or (ii) which may not be commenced, undertaken or completed because of

insufficient funds of City.

(r) **Force Majeure.**

Neither the City nor Contractor is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or Contractor's control and that the City or Contractor cannot, by exercising due diligence, prevent or overcome in whole or in part.

(s) **City Approval**

Contractor agrees it will obtain prior written approval from the City prior to implementing changes on the following matters:

(1) Changes from the original approved plans, activities signage and graphics;
(2) Equipment Contractor plans to install requiring any building or facility modifications;
(3) Any use of the City's name;
(4) Any improvements to be constructed on the Marina property;
(5) Hours of daily operation;
(6) Uniforms to be used by the employees;
(7) The décor of the Marina and all signs to be installed directed or displayed in or on the Marina property and any changes to them at any time during this Agreement; and
(8) Maintenance Requirements

Further, it is understood by Contractor, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

(t) **Shared Expenses.**

The Parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of the City under this Agreement if materials, supplies, or services are purchased by Contractor in quantity for use not only in connection with the Marina but in connection with other marinas managed by Contractor or its affiliates. Contractor shall have the right, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost determined on a fair and reasonable basis; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater , taken in the aggregate, than would otherwise be incurred at competitive prices and on terms available in the area where the Marina is located or the service is rendered. The City's pro rata share of the cost of all such items shall be set forth in the approved budget.

(u) **Reporting Requirements.**

Contractor must submit a monthly written report to the City Manager containing information which includes but is not limited to:

(1) Occupancy (both numbers and dollars), historical comparison;
(2) Marketing and promotions;
(3) Revenues, Expenses and Net Income in comparison to approved budget;
(4) Capital improvements status report;
(5) Insurance claims;
(6) Delinquent Receivables (exceeding 60 days);
(7) Litigation;
(8) Safety and environmental incidents;
(9) Customer Service Issues (Contractor shall respond to customers within five days); and
(10) Parking Permit Roster.

(v) **Business Continuity Plan.**

Contractor shall provide the City with a copy of its business continuity plan covering the Marina as well as the company head office. Contractor will provide the City with the results of any testing of its business continuity plan.

5. **Duties of City.**

City shall cooperate with Contractor in the performance of its duties under this Agreement and to that end, upon the request of Contractor, City agrees to provide reasonable office space for Contractor employees on the premises of the Marina, to give Contractor access to all files, books and records of City relevant to the Marina, and to execute all documents and instruments as Contractor, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Marina.

6. **Compensation of Contractor.**

The City shall pay Contractor a monthly management fee ("Monthly Management Fee") of six and one half percent (6.5%) of the Marina Revenue generated by the Marina, a monthly accounting services fee of Two Thousand One Hundred Sixty Six Dollars Sixty Six Cents ($2,166.66), a monthly marketing fee of Four Thousand Three Hundred Thirty Three Dollars Thirty Three Cents ($4,333.33), and an annual incentive fee ("Annual Incentive Fee") equal to two percent (2%) of Net Operating Income The Monthly Management Fee shall be invoiced to City as set forth below. "Marina Revenue" is defined as all amounts collected by Contractor and/or City from patrons of the Marina. "Net Operating Income" is defined as annual Marina Revenue less operating expenses for the same period. Monthly Management Fee will be billed monthly in arears and is due within thirty (30) days of City's receipt of such invoice. The Annual Incentive Fee will be based on the City's fiscal year ending each September 30, and will be billed annually in arears and is due within thirty (30) days of City's receipt of such invoice, or (ii) review and approval of the financial statements upon which the Annual Incentive Fee is based, whichever is later. It is understood that in the first year of this Agreement, the Annual Incentive Fee will be paid on a pro-rata basis. In the event this Agreement is terminated by either party, the Compensation shall be paid on a pro-rata basis.

7. **Fiscal Non-funding.**

In the event that sufficient budgeted funds are not available for any new fiscal period, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City.

8. **Audit.**

Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All financial records noted under Section 4(k) of this Agreement shall be subject to an annual audit by the City's auditing firm. Contractor shall create and maintain its financial records in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

9. **Public Emergencies.**

It is expressly made part of this Agreement that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. Contractor agrees to rent, sell, and lease all goods and services to the City or governmental entities on a "first priority" basis.

10. **Sales Tax.**

Contractor shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement.

11. **City's Ownership of Improvements.**

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold estate whether or not by the expense of Contractor, shall become and remain a part of and be surrendered with the Marina property. Any furniture, furnishings, equipment or other articles of moveable personal property owned by Contractor and located on the Marina property shall be and remain the property of Contractor and may be removed by it at any time during the term of this Agreement so long as Contractor is not in default of any obligations under this Agreement and the same has not become part of the freehold estate and so long as such do not materially affect Contractor's ability to use such premises and conduct its business as provided in this Agreement.

12. **Permits.**

Pursuant to Section 218.80, Florida Statutes, the City will pay for all City permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the services through

an internal budget transfer(s). Contractor is not responsible for paying for permits issued by City but is responsible for acquiring all permits. City may require Contractor to deliver internal budget transfer documents to applicable City agencies when Contractor is acquiring permits. City is not responsible for any penalty fees for improper work or fees related to inspections for improper work.

13. **Hours of Operation.**

The Marina property will be required to operate seven (7) days a week, including holidays, during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

14. **Termination of this Agreement**

(a) The Agreement may be terminated by the City upon any of the following terms and conditions:

(i) in the event of a default in the performance of this Agreement by Contractor, which default shall remain uncured for thirty (30) days after Contractor receives the written notice of default from the City which specifies the nature of such default, the City may terminate this Agreement as of date set forth in such notice; or

(ii) Commencing upon the 13th month from the Effective Date the City shall have the right to terminate this Agreement with or without cause at any time by giving written notice to Contractor at least ninety (90) days (approximately, month 10) prior to the effective date of such termination, which date shall be specified in the written notice.

Commencing upon the 14th month from the Effective Date the Contractor shall have the right to terminate this Agreement with or without cause at any time by giving written notice to the City at least (90) days prior to the effective date of such termination (approximately month 10), which date shall be specified in the written notice.

(b) Contractor shall have the right, upon thirty (30) calendar days from receipt of written notice to the City by certified or registered mail, to the address specified in at paragraph (2)(h) above, to terminate this Agreement at any time after the occurrence of one or more of the following events:

(i) issuance by any court of competent jurisdiction of any injunction, substantially restricting the use of the Marina property; or

(ii) a breach by the City of any of the terms, covenants, or conditions contained in this Agreement and the failure of the City to remedy such breach for a period of ninety (90) calendar days after receipt of written

notice sent by registered or certified mail return receipt requested from the Contractor of the existence of such breach; or

(iii) the assumption by the U.S. Government or any authorized agency or any other governmental agencies of the operation, control or use of the Marina.

15. **Limiting Legislative or Judicial Action.**

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Marina for purposes of this Agreement, this Agreement may be terminated by either Party, pursuant to paragraph 13 above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by operation of this paragraph, the City will not be liable to Contractor for damages arising therefrom and the City shall have no further liability under this Agreement.

16. **Nondiscrimination.**

Contractor does for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration, covenant and agree that:

(a) No person shall be discriminated against because of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, political affiliation, residency within or without the City or disability shall be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(b) As to the construction of any improvements on or over the Marina, such land or in the furnishing no services, no person on the grounds of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation, residency within or without the City shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(c) That Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non-discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Contractor shall not discriminate against City employees or applicants for employment in the performance of the

contract with respect to hiring tenure terms, conditions or privileges of employment because of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation age. (except where based on a bona fide occupational qualification).

17. **Hurricane Preparedness.**

Contractor shall follow the City's emergency evacuation and hurricane plan as may be supplemented by Contractor, subject to the City's approval.

18. **Termination of Agreement.**

Following the termination of this Agreement by either party within fifteen (15) calendar days, or such reasonable shorter period as determined by the City, Contractor shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of Contractor not removed in accordance with this paragraph may be removed by the City for storage at the cost of Contractor or shall constitute a gratuitous transfer of title of such property to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Contractor for safekeeping for Contractor's personal property during or after termination of this Agreement.

19. **Approvals.**

Except as otherwise provided, whenever approvals are required in this Agreement by either party, such approval shall not be unreasonably withheld.

20. **Rights Reserved to the City.**

All rights not specifically granted to Contractor by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

21. **INTENTIONALLY DELETED.**

22. **Compliance with City's Internal Control Processes.**

Contractor agrees to comply with the City's procurement policies and procedures, budget policies and other policies of which it has been given notice.

23. **Recycled Material.**

Contractor agrees to use recovered materials to the extent reasonably practical under the terms of this Agreement.

The City wishes to encourage Contractor to use recycled materials in fulfilling contractual obligations to the City since such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of Five Thousand Dollars ($5,000.00) or less or recommending a purchase in excess of Five Thousand Dollars ($5,000.00) for products, materials or services, Contractor may allow preference to a responsive bidder who or which certifies that its product or material contains the greatest percentage of post-consumer materials. If bidding on paper products, it may certify that their materials or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials": Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recycled Materials": Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

"Post-consumer Materials": Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

24. **Infringement of Patent, Trademarks or Copyrights.**

Contractor agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claim that Contractor's Proprietary Material (as defined below) infringes on any trademark, patent, or copyright of a third party with respect to the services or goods or any part of them covered by this Agreement, and such obligations shall survive the term of this Agreement.

25. **Signage.**

Contractor shall abide by the City's Sign Code. Any changes to exterior signage must meet applicable City codes and ordinances.

26. **Condemnation.**

(a) **Total Condemnation.**

If during the term of this Agreement or any extension or renewal of this Agreement, all of the Marina is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the Area.

(b) **Partial Condemnation.**

If less than all, but more than ten percent (10%) of the Marina is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) calendar days. If the area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

(c) **Condemnation Award.**

The City will receive the entire award from any condemnation, and Contractor will have no claim to that award or for the value of any unexpired term of this Agreement.

27. **Liens.**

Contractor will not contract for any products or services on behalf of the City that might allow any lien of any kind to be placed on the Marina.

28. **Indemnity.**

(a) **Contractor's General Indemnity**.

City agrees to indemnify Contractor for claims brought against Contractor only to the extent that they are found to result from the negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third-party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorney fees or costs associated with them.

(b) **Indemnity**.

Contractor is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Contractor employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other

responsible party participates in the clean up to the extent of its responsibility for relief.

Contractor shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the gross negligence or willful misconduct of Contractor's Corporate Personnel during the term of this Agreement as set forth herein. "**Corporate Personnel**" means the General Manager/Dock Master, Regional Manager, and any of Oasis' executive level personnel holding a position of Vice President or higher from Oasis' corporate headquarters who perform activities at or on behalf of the Marina in connection with the Services provided by Oasis under this Agreement. This section survives the expiration or earlier termination of this Agreement.

29. **Reservations.**

Reservations for Marina slips are currently accepted up to four (4) months in advance. Contractor has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements, and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

30. **Facilities.**

Contractor will maintain the premises in good order and in sanitary and safe condition.

Contractor shall provide one boat slip, as needed, for use by the City for a police boat at all times during the term of this Agreement. Additionally, a second slip for a police boat, if available, shall also be provided.

31. **Collection of Delinquent Accounts.**

City shall be responsible to pursue collection of delinquent accounts exceeding sixty (60) days. Contractor shall provide a monthly aged receivables report to the City.

32. **Use of Trademarks, Service Marks and Related Items**

In providing its services under this Agreement, Contractor will use the name, trademark and service mark "CONTRACTOR" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Contractor shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Contractor grants City the nonexclusive, nontransferable right to have Contractor, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina all subject to Contractor's complete control. It is understood and agreed that Contractor shall have the right to use and license others to use the Trademarks and Proprietary Material

elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Contractor all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies of them, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Marina sign new leases to replace their existing lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Contractor, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of Contractor and that City does not now assert and will not assert to any subsequent claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Contractor's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of Contractor in them, or the rights of Contractor or other licensees of Contractor to use the same, both during the term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

33. **Scrutinized Companies.**

Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

34. **Verification of Employment Eligibility**.

Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

35. **Sovereign Immunity**

Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the Contractor other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the Contractor,

unless the claim is based upon a breach by the Contractor of this Agreement. Further, the Contractor recognizes the Contractor is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the Contractor' s exercise of that regulatory authority. In addition, the Contractor retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

a. Claims based upon any alleged breach by the Contractor of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the Contractor are only as set forth in this Agreement;

b. Claims based upon negligence or any tort arising out of this Agreement;

c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee; and

d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the Contractor and Contractor.

36. **Financial Records.**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that Contractor, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at Contractor's option Contractor shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. Contractor shall make a reasonable effort to maintain the confidentiality of such audit report(s).

37. **INTENTIONALLY OMITTED**

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

_____
EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:

_____

Signature

_____
PRINT Name

_____
Title

STATE OF _____

COUNTY OF _____

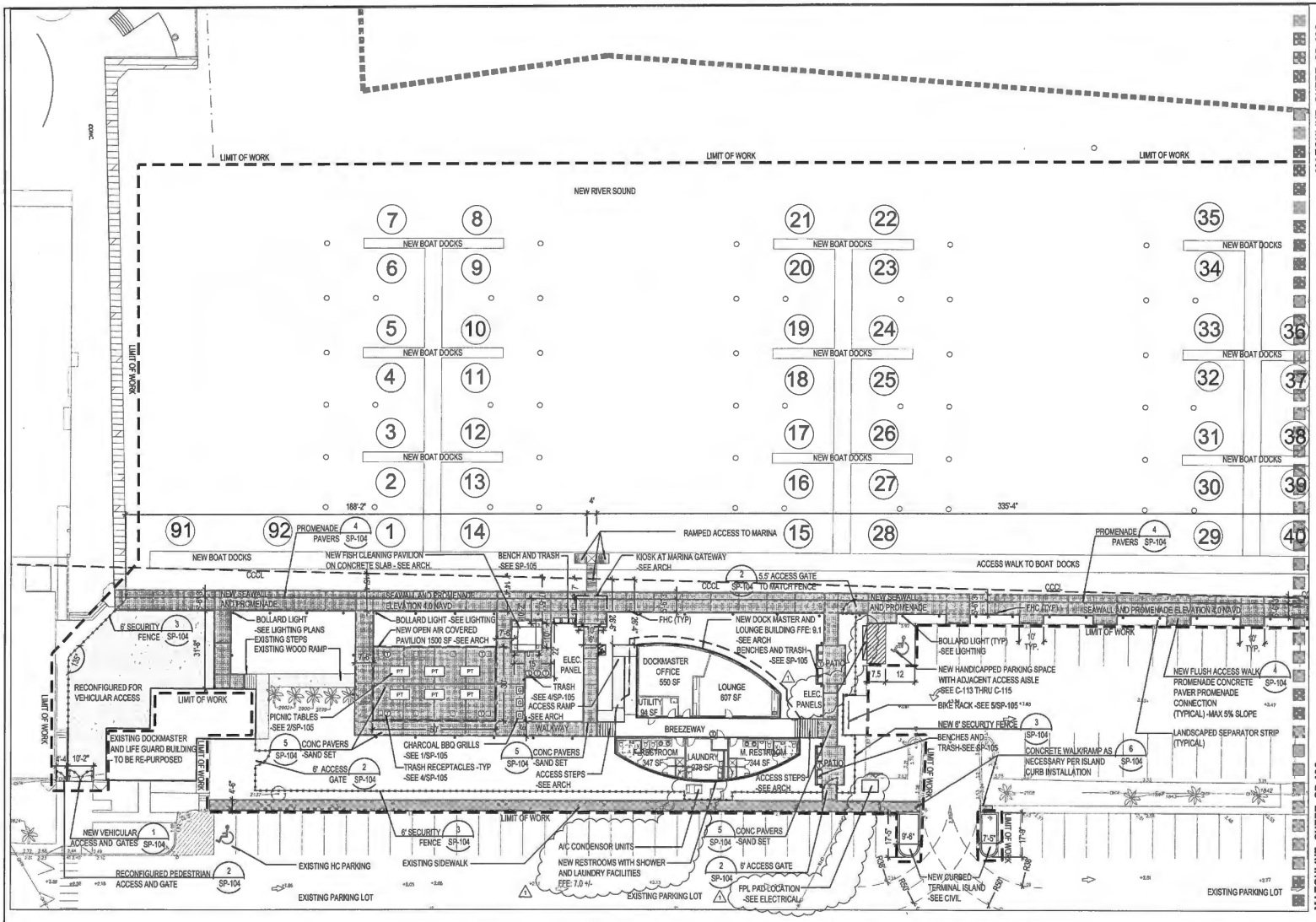
The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on_____, 2023, by _____ as _____ of _____on behalf of the corporation. He/she is personally known to me or has produced _____as identification.

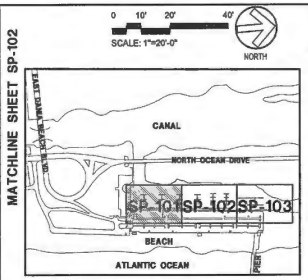
_____

NOTARY PUBLIC
State of _____

My commission expires:

EXHIBIT A – DANIA BEACH MUNICIPAL MARINA SLIP LAYOUT





KEY MAP

N.T.S.

BUILDING TABULATIONS:

DOCKMASTER/RESTROOM BUILDINGS:	3,535 SF COVERED 2,213 SF A/C SPACE
DOCKMASTER BUILDING	1,251 SF A/C SPACE
D.M. OFFICE	546 SF
LOUNGE	616 SF
UTILITY	91 SF
RESTROOM BUILDING	969 SF A/C SPACE
F. RESTROOM	333 SF
LAUNDRY	283 SF
M. RESTROOM	344 SF
PICNIC PAVILION	1,500 SF COVERED
FISH CLEANING PAVILION	100 SF COVERED
GATEWAY KIOSK 1	170 SF COVERED
GATEWAY KIOSK 2	170 SF COVERED
GATEWAY KIOSK 3	170 SF COVERED

PARKING CALCULATIONS:
-4 HANDICAPPED SPACES ADDED
-15 PARKING SPACES LOST TO PROVIDE GATEWAYS TO KIOSKS, NEW TERMINAL ISLANDS AND NEW HANDICAPPED SPACES

**NET LOSS OF 11 PARKING SPACES IN EXISTING PARKING LOT*

NOTES:
1) ALL GRADES SHOWN HEREIN ARE IN NAVD (NORTH AMERICAN VERTICAL DATUM)
2)SEE PAVING, GRADING AND DRAINAGE FOR ADDITIONAL APPLICABLE DETAILS.

SITE FURNISHING LEGEND

- CHARCOAL BBQ GRILL -see detail 1/SP-105
- PICNIC TABLE -see detail 2/SP-105
- BENCH -see detail 3/SP-105
- TRASH RECEPTACLE -see detail 4/SP-105

CONSTRUCTION DOCUMENTS

1	BLDG DEPT REV	D.S	08.28.12		
				DATE:	05-16-12
				SCALE:	1:20
				DESIGN BY:	D.S
				DRAWN BY:	D.S
				CHECKED BY:	JDH
				APPROVED BY:	JDH
				DATE:	
				BY:	
				DESCRIPTION:	

CRAVEN-THOMPSON AND ASSOCIATES, INC.
ARCHITECTS • LANDSCAPE ARCHITECTURE • LANDSCAPE ARCHITECTS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. 0000176
FLORIDA LICENSED ARCHITECTURE BUSINESS No. 0000176

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DANIA BEACH MUNICIPAL MARINA
101 North Beach Road
Dania Beach, Florida 33004

PREPARED FOR:
CITY OF DANIA BEACH, FLORIDA

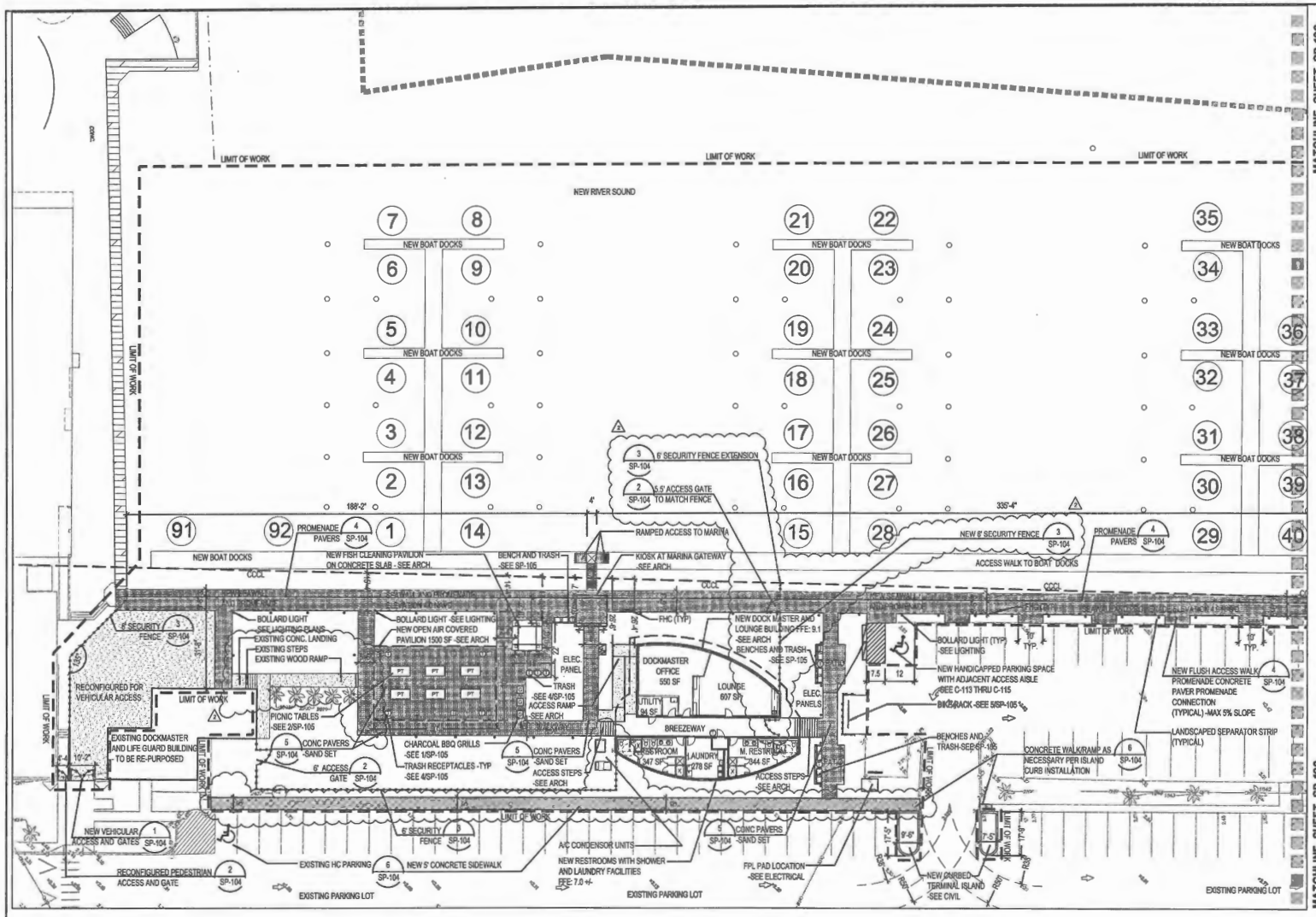
SITE PLAN

JAN 1 1 2013
LA 6666937
STATE OF FLORIDA

PROJECT NO.
11_0033

SP-101

SHEET 1 OF 1



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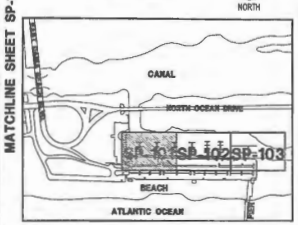

KEY MAP

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GATEWAY KIOSK 2	170 SF COVERED
GATEWAY KIOSK 3	170 SF COVERED

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SITE FURNISHING LEGEND

- CHARCOAL BBQ GRILL -see detail 1/SP-105
- PT PICNIC TABLE -see detail 2/SP-105
- BENCH -see detail 3/SP-105
- TRASH RECEPTACLE -see detail 4/SP-105

CONSTRUCTION DOCUMENTS

1	BLDG DEPT REV	DJS	04.26.12
2	SITE REVISIONS	DJS	03.26.13

DATE: 05-18-12
SCALE: 1:20
DESIGN BY: DJS
DRAWN BY: DJS
CHECKED BY: JDH
APPROVED BY: JDH

CREATIVE THOMPSON AND ASSOCIATES, INC.
ARCHITECTS • PLANNERS • INTERIOR DESIGNERS • LANDSCAPE ARCHITECTS
3000 N.W. 33RD STREET, POMPANO BEACH, FLORIDA 33309
TEL. (954) 735-1400
FAX (954) 735-4400

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DANIA BEACH MUNICIPAL MARINA
101 North Beach Road
Dania Beach, Florida 33004

PREPARED FOR:
CITY OF DANIA BEACH, FLORIDA

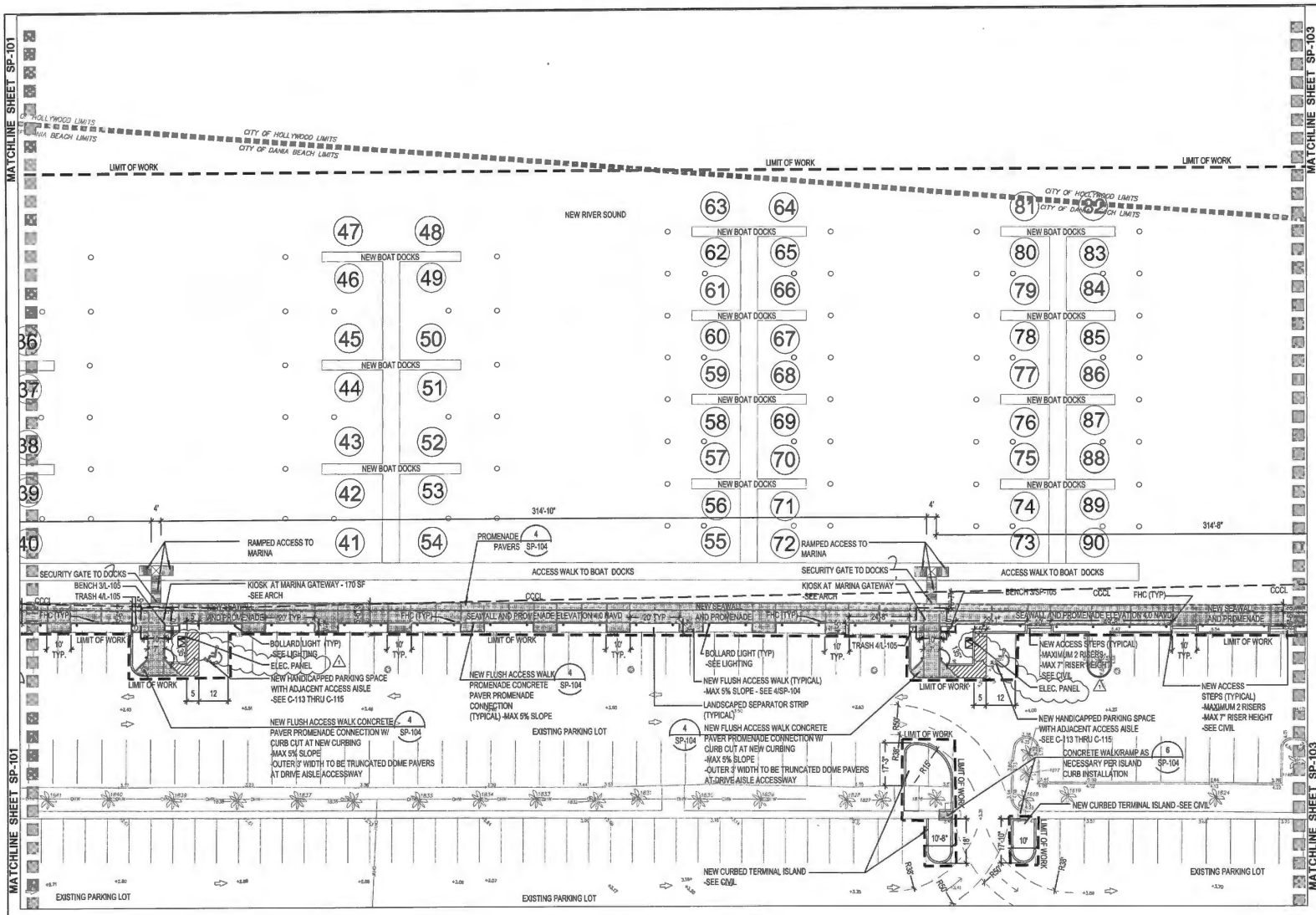
SITE PLAN

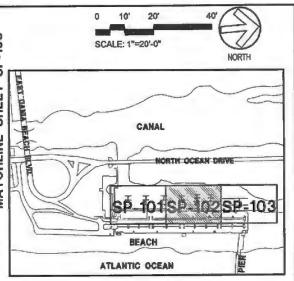
APR 04 2013

PROJECT NO.
11_0033

SP-101

SHEET 1 OF 5





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SITE FURNISHING LEGEND

G	CHARCOAL BBQ GRILL -see detail 1/SP-105
PT	PICNIC TABLE -see detail 2/SP-105
	BENCH -see detail 3/SP-105
T	TRASH RECEPTACLE -see detail 4/SP-105

1	BLDG DEPT REV	DJS	08.28.12
	DESCRIPTION:	BY:	DATE:

DATE: 05-18-12
SCALE: 1:20
DESIGN BY: DJS
DRAWN BY: DJS
CHECKED BY: JDH
APPROVED BY: JDH

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ARCHITECTS • PLANNERS • INTERIORS • LANDSCAPE ARCHITECTS
3363 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 733-6400 TEL: (954) 739-9400
FLORIDA LICENSED ENGINEERING, LANDSCAPE & ARCHITECTURE BUSINESS No. 2171
FLORIDA LICENSED BUSINESS ARCHITECTURE & INTERIOR DESIGN BUSINESS No. 0000291

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SOUTHERN STATES FIRST, LLC
Dania Beach
FLORIDA

DANIA BEACH MUNICIPAL MARINA
101 North Beach Road
Dania Beach, Florida 33004

PREPARED FOR:
CITY OF DANIA BEACH, FLORIDA

SITE PLAN

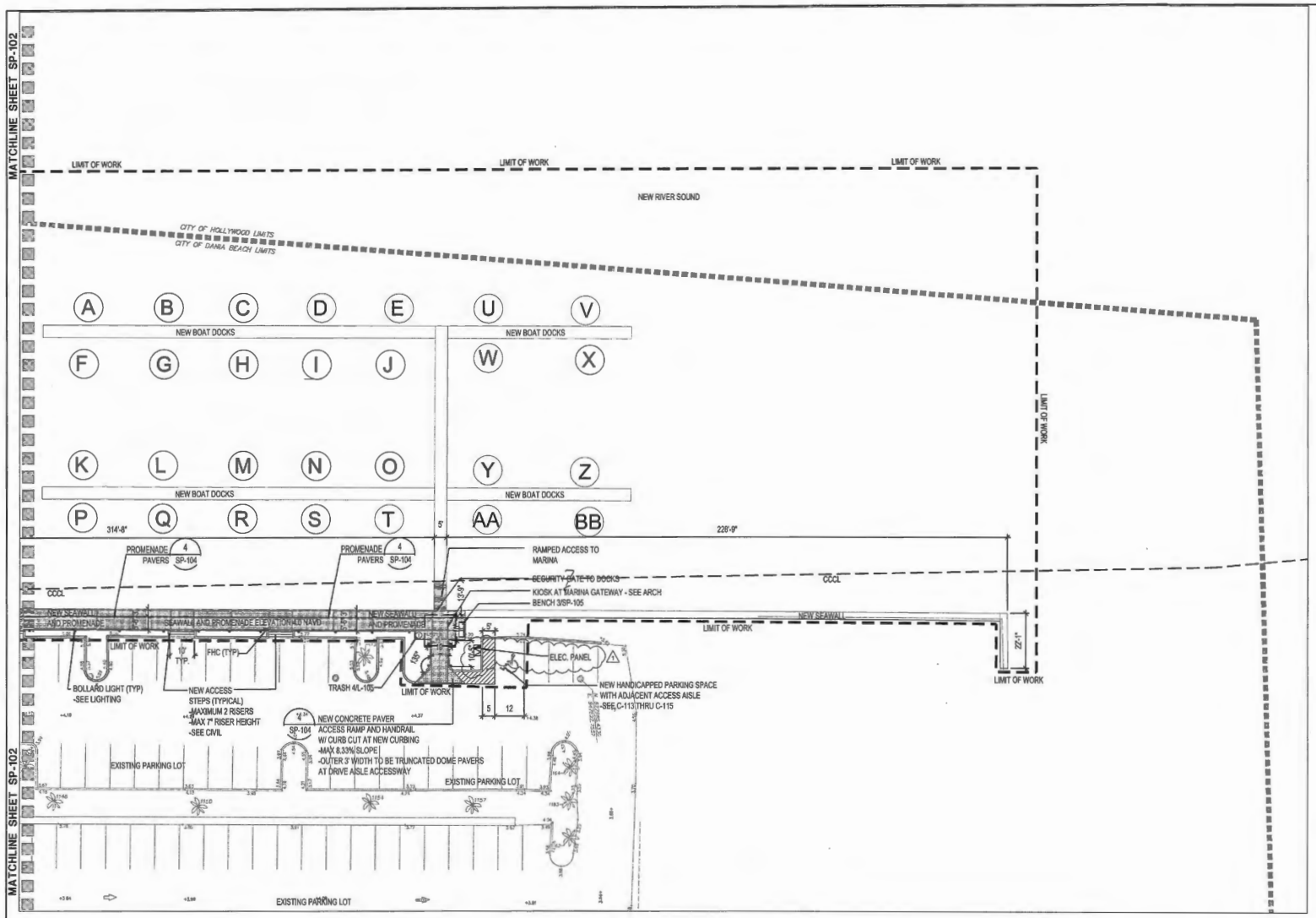
REGISTERED LANDSCAPE ARCHITECT
JAN 19, 2013
LA 6666337
STATE OF FLORIDA

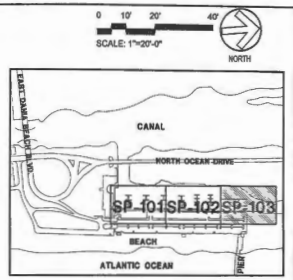
PROJECT NO.
11_0033

SP-102

SHEET 2 OF 5

CONSTRUCTION DOCUMENTS





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- BENCH -see detail 3/SP-105
- TRASH RECEPTACLE -see detail 4/SP-105

•CONSTRUCTION DOCUMENTS•

1. BLDG DEPT REV	0.JS	08.28.12
DESCRIPTION:	BY:	DATE:

DATE:	05-18-12
SCALE:	1:20
DESIGN BY:	DJS
DRAWN BY:	DJS
CHECKED BY:	JDH
APPROVED BY:	JDH

GRAVES-THOMPSON AND ASSOCIATES, INC.
ARCHITECTS • ENGINEERS • LANDSCAPE ARCHITECTS
3000 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
(954) 739-6400 FAX (954) 739-6409
FLORIDA LICENSED ARCHITECTS: DONALD J. SCHOW, RAYMOND E. GRAVES, JR.
FLORIDA LICENSED LANDSCAPE ARCHITECTS: DAVID W. SCHOW

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DANIA BEACH MUNICIPAL MARINA
101 North Beach Road
Dania Beach, Florida 33004

PREPARED FOR:
CITY OF DANIA BEACH, FLORIDA

SITE PLAN

REGISTERED LANDSCAPE ARCHITECT LA 0660937 STATE OF FLORIDA

PROJECT NO.
11_0033

SP-103

SHEET 3 OF 6

EXHIBIT B – CITY RFP

CITY OF DANIA BEACH, FLORIDA

REQUEST FOR PROPSALS FOR
DANIA BEACH MARINA MANAGEMENT

City Request for Proposals ("RFP")
No. 23-012

Prepared by:
City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

JULY 10, 2023

CITY OF DANIA BEACH, FLORIDA

REQUEST FOR PROPOSAL FOR
"DANIA BEACH MARNIA MANAGEMENT"
City Request for Proposal ("RFP") No. 23-012

NOTICE TO PROPOSERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City") will be accepting sealed Proposals from qualified and licensed firms for "**DANIA BEACH MARNIA MANAGEMENT**", **RFP 23-012**".

Documents may be obtained from www.demandstar.com, or from the City Website at www.daniabeachfl.gov. For additional information concerning this proposal, please contact the Procurement Department at procurement@daniabeachfl.gov.

Electronic proposals must be received no later than 1:00 P.M. on AUGUST 3, 2023. Proposals will be publicly opened at 1:00 P.M. on that same day utilizing Zoom meeting software. Proposals must be submitted at www.demandstar.com.

The City of Dania Beach reserves the right to reject any and all proposals, with or without cause, to waive any informality in a proposal, to terminate the process or re-advertise and solicit new or additional proposals, and to make awards in the best interest of the City.

MANDATORY PRE-PROPOSAL MEETING

A MANDATORY Pre-proposal conference will be held at 11:30 a.m. July 17, 2023, **at the Dania Beach Marina located at 151 North Beach Road, Dania Beach, FL 33004.** All Proposers and interested persons are required to attend the meeting, which will outline the Project as described in the RFP, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the RFP Documents. The Proposer is required to check these sites to see if there has been any addendum or addenda posted for this RFP. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Responses from those who have failed to attend will not be opened. Proposers arriving past the indicated time will not be eligible to submit a Proposal.

PROPOSAL SUBMISSION
Proposals must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled **"DANIA BEACH MARNIA MANAGEMENT**", **RFP 23-012".**

Pursuant to Florida law, all Proposals to this RFP are exempt public records until thirty (30) days after opening, or award of Proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Proposals will be publicly opened and read aloud at 1:00 P. M., on the Proposal due date referenced above using Zoom meeting software on the above stated date and may be joined by utilizing this link:
https://daniabeachfl-gov.zoom.us/j/86179805178?pwd=OHFFVkdGbUMycXhNREpLT3lCWkxUZz09
Award of Contracts for the Proposals will be made at a subsequent City Commission meeting.

All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City Proposals.

The City Commission of the City of Dania Beach reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make an award in the best interests of the City.

Published on: July 5, 2023

1. INSTRUCTION TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their Proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1.1 **Qualifications of Proposers:** No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Dania Beach, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Dania Beach. Minority, women-owned, and labor surplus area businesses and firms are encouraged to submit Proposals.

1.2 **Personal Investigation:** Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract. Before submitting a Proposal, each Proposer must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Project Contact person of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

1.3 **Inconsistencies:** Any seeming inconsistency between different provisions of specifications, Proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Manager or designee as to such interpretation.

1.4 **Omission of Details, Variances and Exceptions.** The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations, corrections or both will be interpreted to mean that the Proposer meets all the requirements in every respect.

1.5 Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern. All costs and compensation shall remain firm and fixed for acceptance for 120 calendar days after the day of the Proposal opening. The Proposal price shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

1.6 **Performance Bond and Insurance**: Upon award of a contract, the Successful Proposer, as required within the scope of the solicitation, may be required to submit performance bonds, payment bonds or both. Proposer shall provide certificates of insurance in the manner, form and amount(s) specified.

1.7 **Addenda and Interpretations**: No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Proposer. Prospective Proposers must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of responses. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with return receipt requested, to all prospective Proposers (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under the Proposal as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that it has all addenda before submitting a Proposal.

1.8 **Non-Collusion Affidavit:** Each Proposer shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Proposer to submit this document may be cause for rejection of the Proposal.

1.9 **Public Entity Crimes:** Each Proposal shall complete the Public Entity Crimes form. In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

1.10 **Conflict of Interest:** The award of any contract under this RFP is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Proposals must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

1.11 **Legal Conditions:** Proposers are expected to familiarize themselves with the provisions of the laws of the United States and State of Florida, and with the provisions in the Charter and the

ordinances of the City of Dania Beach.

1.12 **Forms and Proposals:** Proposals will be received until November 5, 2023, at 10:00 a.m. by submission to DemandStar. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in.

1.13 All Proposals must be submitted electronically on DemandStar. The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the Proposer's principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted as stated above, within the specified time. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

1.14 **Proposal Bond:** A certified check, cashier's check, or bank officer's check, or RFP bond for the sum of TEN THOUSAND DOLLARS ($10,000.00), made payable to the City of Dania Beach, Florida, or Proposal bid bond in such amount, shall accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bond shall be retained by the City as liquidated damages should the Proposer refuse to or fail to enter into a Contract for the execution of the work embraced in this Proposal, in the event the Proposal of the Proposer is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the Proposer will, if necessary, promptly execute a satisfactory Contract and furnish good and sufficient bonds. As soon as a satisfactory Contract has been executed and the bonds furnished and accepted, the check or bond accompanying the Proposal of the successful Proposer will be returned to it. The certified or other checks or bid bonds of the unsuccessful Proposers will be returned to it upon the acceptance of the Proposal of the successful Proposer. If the successful Proposer shall not enter into, execute, and deliver such a Contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Dania Beach as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

1.15 **Filling in Proposals:** All prices must be written in the Proposal and also stated in words, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative disclose such fact in writing to the City.

1.16 **Proposals Firm for Acceptance:** Proposer warrants, by virtue of proposing, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of Proposal opening.

1.17 **Withdrawals:** Any Proposer may, without prejudice, withdraw a Proposal at any time prior to the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the

Proposal. After expiration of the period for receiving Proposals, no Proposal can be withdrawn, modified, or explained. Should Proposer withdraw its Proposal after expiration of the period for receiving Proposals, its bond shall be retained by the City.

1.18 **Causes for Rejection:** No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Manager, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify Proposals for all items called for in the schedule shall render the Proposal informal.

1.19 **Rejection of Proposals**: To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The City Commission reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Dania Beach reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as they deem to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise.

1.20 **RFP Protest Procedure:** After a Notice of Intent to Award a contract is posted, any actual or prospective manufacturer or distributor claiming to be aggrieved in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFP Protest Bond, is both timely received by the City Manager's Office.

An RFP Protest Bond is to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFP Protest Bond shall be one percent (1%) of the amount of the pending award for which the bidder is protesting, or five thousand dollars ($5,000.00), whichever is less.

1.21 **Protest Committee:** The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation,

all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.

In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

1.22 **Award of Proposal:** The City Commission will award the Proposal to the most responsible and responsive lowest price Proposer that meets the qualifications identified in Section 1.1, entitled Qualification of Proposers. The Contractor awarded the Proposal must have satisfactory references.

1.23 **Agreement:** The Proposer(s) to whom or to which an award is made shall execute a written agreement to do the work in the form attached to this RFP. The award may be canceled by the City Commission and awarded to the next lowest priced responsible and responsive Proposer. If this occurs, such Proposer shall fulfill every stipulation as if it were the original party to whom or to which an award was made. The Agreement will include specific insurance, performance bond, and indemnification requirements as set forth in the attached specifications. Proposers must submit any questions, issues, or concerns with the terms, language or both in the attached Agreement by the deadline for submitting requests for interpretations.

1.24 **Payment**: Payment will be made when all work is completed to the satisfaction of the City Manager or designee. Successful Proposer shall submit invoices regularly, for no more than 30-day periods, as work progresses.

1.25 **Audit of Contractor's Records:** Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding. The City may also require submittal of the records, at no cost to the City, from the Contractor, any subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Contract provisions.

Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from bidding or proposing for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that a subcontractor will provide access to its records pertaining to the services upon request by the City.

1.26 **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):** Contractors who apply or submit a Proposal for an award of $100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.27 **City:** Failure by City to respond to an inquiry shall not excuse late or incomplete submissions.

1.28 **Lobbyists:** Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with a lobbyist meeting. City of Dania Beach Code of Ordinances, Article XI, "Lobbyist Regulations," Sections 2-231 through 2-234 require Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Dania Beach other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

2. SUBMISSION OF PROPOSALS

2.1 Proposals must be typed or legibly printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer should be initialed.

2.2 All Proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.

2.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the Proposer. The address and telephone number for any communications regarding the Proposal must be included.

2.4 Proposals shall contain an acknowledgment of receipt of all addenda.

2.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

2.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

2.7 Proposals shall be submitted to the Procurement Division on or before the time indicated in the Request for Proposals by the methods described above. City Clerk's Office staff is not responsible for the premature opening of a Proposal that is not identified.

2.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses to it are in the public domain. However, Proposers are requested to

specifically identify in the submitted Proposal any financial information considered confidential, proprietary or both which may be considered exempt under Florida Statute §119.07(t).

2.9 All Proposals received from Proposers in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

2.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of Proposal preparation, presentation, or both.

3. QUALIFICATIONS OF PROPOSALS

3.1 Each Proposer shall complete the Proposal's Qualifications Statement and submit the form with the Proposal. Failure to submit the Proposer's Qualifications Statement and the documents required under it may constitute grounds for rejection of the Proposal.

3.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and employees, by the Broward County Sheriff's Office. Proposer's submission of a Proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

3.3 No Proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, or who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of such determination. The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of Contract.

3.4 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

4. SCOPE OF SERVICES

The City of Dania Beach is seeking a firm to manage, operate and provide maintenance and security for the City Marina by minimizing cost while maximizing net revenue to the City. The goal of the City is to improve and maintain the marina infrastructure and general operations to provide a clean and safe environment for its customers. The scope of services includes, but is not limited to:

1. Marina Security
    - Security will be provided from 6:00 p.m. through 8:00 a.m., seven (7) days a week, three hundred sixty-five (365) days per year.

2. Rentals
    - Under direction of the City, oversee and collect rent for boat slip rentals.
    - Maintain all rental and receipt records for the marina.
    - Provide a monthly report of marina rental revenues.

3. Marketing and Advertising for the Marina

4. Oversight of Repairs and Improvements
    - Routine maintenance and repairs
    - Minor capital improvements

5. Records Management and Bookkeeping
    - Must maintain a system of written internal controls, record keeping and bookkeeping.

The Dania Beach Marina was renovated in 2014. The Marina has 120 Bellingham Floating Concrete Docks; ninety-two (92) of them are permanent docks and twenty-eight (28) are transient/day docks. Each slip has a pump out system, 50-amp and 30-amp electrical service pedestals with water and access to WiFi.

The Dock Master Building consists of a Captain's Lounge, showers, restrooms, laundry facility, and large picnic pavilion with BBQ grills and a fish cleaning station.

5. PROPOSAL REQUIREMENTS

5.1 Proposers shall, as a minimum, include the following information with the submittal of its Proposal:

1. <u>Executive Summary</u>
   Summarize the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.
2. <u>Relevant Experience</u>
   Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated.
3. <u>Approach</u>
   Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the services sought, and your overall approach to

accomplishing the services. Give an overview on your proposed vision, ideas and methodology.

The City, at its discretion, may allow for time extensions for unforeseen and unexpected delays. Also provide information on your firm's current workload and how this project will fit into your workload.

Describe available facilities, technological capabilities and other available resources you offer.

4. References

   Provide names, addresses, and telephone numbers of five (5) references who are capable of explaining and confirming the firm's capacity to successfully provide the Services sought in this RFP.

5. Pricing

   Provide a cost estimate for the Services to be provided based on the Scope of Services and the firm's proposed approach.

5.2 **Summary of Documents To Be Submitted With Proposals.** The following is a summary of documents required to be submitted for this Proposal. Failure to include a technical Proposal, cost Proposal, Proposal surety (if required below), or any other document that, by its omission, may prejudice the rights of other possible Proposers or respondents, may result in immediate rejection of a Proposal.

The Forms are as follows:

Exhibit "A" Proposer's Qualifications
Exhibit "B" Public Entity Crimes Form
Exhibit "C" Non-Collusion Affidavit
Exhibit "D" Drug-Free Workplace Certification
Exhibit "E" Acknowledgement of Addenda
Exhibit "F" References
Exhibit "G" Certification to Accuracy of Proposal

Other forms or documents which, by their nature do not impact price or the Proposer's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive.

The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability.

6. EVALUATION METHOD AND CRITERIA

Evaluation of the responses will be conducted by an Evaluation Committee composed of City staff, or other persons selected by the City Manager or designee. Proposals shall be evaluated based upon the information and references contained in the responses as submitted. The Evaluation Committee will evaluate all responsive proposals at duly advertised public evaluation meetings in accordance with Florida law. The City reserves the right to award the contract to the Proposer which will best serve the interest of the City.

The scoring of the Proposals by the Evaluation Committee will be based on a point total and not a percentage factor. The Evaluation Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below:

CRITERIA	MAXIMUM POINTS
Firm Qualifications Experience in field, workload of current projects	25
Approach Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Proposal	35
Price Proposal Estimated total cost of project	30
References	10

AWARD OF AGREEMENT

Award shall be made by the City to the responsible Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth below. The City of Dania Beach reserves the right to accept the Proposal as a whole, or for any component of it if it appears to be in the best interest of the City.

CONTRACT TERM

The initial Contract period shall be for five (5) years. In addition, contingent upon Budget approval, the City reserves the right to renew the contract for two (2) additional three (3) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the City.

7. PUBLIC RECORDS:

If selected, the following will apply:

7.1 Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

7.2 Upon request from the City custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

7.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the City.

7.4 Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Proposer shall be delivered by the Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

7.5 Any compensation due to Proposer shall be withheld until all records are received as provided in this RFP.

7.6 Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

7.7 **Section 119.0701(2)(a), Florida Statutes**

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE PROPOSER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	**ELORA RIERA, CITY CLERK**
Mailing Address:	**100 W. Dania Beach Boulevard** **Dania Beach, Florida 33004**
Telephone number:	**954-924-9800, Ext. 3623**
Email:	**eriera@daniabeachfl.gov**

8. INSURANCE REQUIREMENTS

8.1 Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of the agreement that are applicable to Proposer, its employees, agents, or subcontractors, if any, with respect to the work and services described in this RFP.

8.2 Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by this Proposal or by the City's Risk Manager before beginning work under the Agreement. Proposer shall maintain such insurance in full force and

effect during the life of the Agreement. Proposer shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under the Agreement.

8.3 Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of a Proposer to obtain or maintain such insurance.

8.4 The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

The Contractor (the term "Contractor" refers to the successful Proposer in this RFP) shall not commence Work under the Agreement until Contractor has obtained all insurance required in this RFP, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved in writing by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Proposer's delivery of Certificates of Insurance for all coverages required in the Agreement and Proposal Documents:

"Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) <u>must</u> be included with a Proposal submittal on the date and time of the Proposal opening.

If the "preliminary" certificates are not included with a Proposal submittal, then the City has the right to consider the submitted Proposal as non-responsive on the date and time of the Proposal opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

"Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered on or before the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low Proposal", then the City has the right to consider the awarded Agreement to the successful Proposer as void and to negotiate a agreement with the next lowest responsive and responsible Proposer.

"Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

All Certificates of Insurance must clearly identify the agreement to which they pertain, including a brief description of the subject matter of the agreement. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been

given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect.

THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.

The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

Comprehensive General Or Commercial Liability Insurance is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

Special Provisions As To General Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)

I. Marina Operators Legal Liability/Marine General Liability

A. Limits of Liability (Minimum)

- Bodily Injury & Property Damage Liability
- Each Occurrence $10,000,000
- Policy Aggregate (Per Job Location) $20,000,000
- Personal & Advertising Injury $10,000,000
- Products & Completed Operations $10,000,000

B. Endorsements Required – Include in body of COI and/or Description of Operations

- Annual Aggregate shall apply "Per Project/Job/Location"
- Waiver of Subrogation in favor of the City
- Insurance shall apply on a primary and non-contributory basis
- "The City of Dania Beach, Florida" added as named "Additional Insured"

II. Business Automobile Liability

A. Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit $10,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos

B. Endorsements Required - Include in body of COI and/or Description of Operations

- City of Dania Beach included as an Additional Insured
- Waiver of Subrogation in favor of the City

III. Vessel Liability/Protection & Indemnity/Hull

If a vessel is utilized or owned by Contractor in the fulfilment of this contract, all liability, including for damage to the vessel itself is required

A. Limits of Liability (Minimum)

- Bodily Injury and Property Damage $10,000,000
- Hull Coverage, as applicable

Pollution Liability

A. Limits of Liability (Minimum)
   - Bodily Injury and Property Damage $5,000,000

B. Endorsements Required - Include in body of COI and/or Description of Operations
   - City of Dania Beach included as an Additional Insured
   - Primary and non-contributory

IV. Workers' Compensation / Employers' Liability / Protection & Indemnity

A. Workers Compensation Limits: Statutory - State of Florida
   - Waiver of Subrogation in favor of City

B. Employers Liability Limits:
   - $1,000,000 for bodily injury caused by an accident, each accident
   - $1,000,000 for bodily injury caused by disease, each employee
   - $1,000,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), and Commercial Marine Employer's Liability, as applicable. Include proof of insurance for applicable coverage.

In no event shall Vendor be permitted to utilize in the execution of this agreement, the following:

i) any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers' Compensation insurance coverage; or

ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.

V. Umbrella/Excess Liability (Excess Follow Form)

Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

Other Conditions Required:

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all

subcontractors comply with all insurance requirements.

Cancellation Requirements: Required insurance shall *always* be maintained during which the vendor is on City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Notice Requirements: If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.

Insurance Carrier Financial Stability Requirements:
Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition

The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management. If a company is downgraded during the agreement term, Vendor shall notify the City.

Certificates of Insurance/Verification of Coverage: Proof of the required insurance must reflect all required insurance above will be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during the Contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within 7 days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached, and therefore terminated.

A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Notices/ Certificate Holder:

City of Dania Beach
Risk Management Department
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Email: Nina Rodriguez
NRodriguez@danibeachfl.gov

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein at the time of the insurance submission.

9 INDEMNIFICATION

9.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-contractor under Workers' Compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney fees, incurred by the City to enforce this agreement shall be borne by the Contractor. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other related costs and expenses, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to $1,000,000.00, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Successful Proposer, or any of the Successful Proposer's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

9.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that

Section 725.06, Florida Statutes, requires a specific consideration to be given. The parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is acknowledged and agreed upon, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

9.3 Upon completion of all Services, obligations and duties provided for in the Agreement, or in the event of termination of the Agreement for any reason, the terms and conditions of this provision shall survive indefinitely.

9.4 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney fees) and costs.

9.5 The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney's fees) and costs. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained in this RFP is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute Section 768.28 as amended from time to time.

10 INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under the Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this RFP provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this document. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid

minimum wages, overtime premiums or both.

11 DEBARMENT AND SUSPENSION

Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, I; and Chapter IV,6.d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV,6.d and Appendix C,2. d. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include sub-awards and subcontracts. This includes parties that receive federal funding indirectly, such as contractors to recipients and sub-recipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the federal government for purposes of the non-procurement common rule and Department of Homeland Security's implementing regulations, it does include some contracts awarded by recipients and sub-recipient.

12 SCRUTINIZED COMPANIES

Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

13 VERFICATION OF EMPLOYMENT ELIGIBILTY

Contractor represents that Contractor and each Sub-contractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by

Municipality due to the termination.

14 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposer are further notified that the City's governing body may not give preference to a Proposer based on the Bidder's social, political, or ideological interests.

15 DELIVERIES

Any item requiring delivery by the Proposer or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part of it, without obligation if delivery is not made at the time specified in the Proposal.

16 WARRANTIES

16.1 Successful Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Proposer is a party.

16.2 Successful Proposer warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

16.3 Successful Proposer warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

16.4 All warranties made by Successful Proposer together with service warranties and guarantees shall run to City and the successors and assigns of City.

17 COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered, if any, as a result of this Proposal. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

18 SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

19 INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified in this RFP. Any of the items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City or replaced at the entire expense of the successful Contractor.

20 NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex, pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that it will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

21 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:

The City of Dania Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

21.1 Placing qualified small and minority businesses and women's business

enterprises on solicitation lists;

21.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

21.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

21.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

21.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

22 TAXES: Successful Proposer shall pay all applicable sales, consumer use and other similar taxes required by law.

23 PERMITS, FEES AND NOTICES

Successful Proposer shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

During the performance of the Contract, there may be times when the Contractor will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Contractor. Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

24 PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

25 TERMINATION OF CONTRACT

If the successful Proposer fails to provide the Services or shall in any other manner commit a breach of the contract and fails to remedy the same within five (5) calendar days after written

notice from the City, the City may terminate the contract resulting from the RFP without any further notice to the Proposer. City representatives will review the Services periodically to assure that the requirements of the contract are being met. If any portion of the Services are unsatisfactory, the Proposer shall be contacted, and the discrepancies corrected at no additional cost to the City.

26 TERMINATION OF CONTRACT FOR CONVENIENCE

The contract may be terminated for convenience by City upon fifteen (15) days' advance written notice to Proposer (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Proposer shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees or payments.

27 TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner its obligations under the contract, or if the Proposer shall violate any of the provisions of the contract, the City may upon written notice to the Proposer, terminate the right of the Proposer to proceed under the contract, or as to such part or parts of the contract for which there has been a default, and may hold the Proposer liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed Services performed by the Proposer under the contract shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any Services completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Proposer, and the City may withhold any payments to the Proposer for the purpose of set-off until such time as the amount of damages due to the City from the Proposer can be determined.

28 SUCCESSORS AND ASSIGNS; ASSIGNMENT; SUBLETTING

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the contract. Neither party to the contract shall assign it or sublet it or any portion of it, without the advance written consent of the other.

29 EMPLOYEES OF THE PROPOSER

29.1 Proposers shall only designate employees who are sufficiently skilled to provide the required services specified in the RFP. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Proposer from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Proposer, its employees or agents, or any member of the public shall be grounds for the City to terminate the contract and re-let the Services. The Proposer shall furnish all labor, materials, supplies and

equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

29.2 Proposer agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

30 TAXES: The City of Dania Beach is exempt from all federal, state, and local taxes. An exemption certificate will be provided where applicable upon request.

31 LITIGATION

31.1 In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proposer, or any officer or director of the Proposer submitting the Proposal, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

31.2 In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proposer's ability to work with the City, its consultants and representatives and whether the City's experience with the Proposer indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Proposer.

31.3 A contract with the successful Proposer will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THE CONTRACT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

31.4 All claims, counterclaims, disputes and other matters in question between City and the Consultant arising out of, relating to or pertaining to the contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

32 OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFP and resulting contract.

33 UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the Proposal shows evidence of unbalanced Proposal pricing, such Proposal may be rejected.

34 INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statutes Section 119.071 sealed Proposals or Proposals received by an agency pursuant to Invitations to Proposal or requests for Proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to Florida Statutes §119.071(1) (b) (2), or within 30 days after Proposal/Proposal opening, whichever is earlier.

35 BUDGETARY CONSTRAINT

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

36 CONTINGENT FEES PROHIBITED

The Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

37 CONE OF SILENCE

Definitions: "Cone of Silence," as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("ITB") or bid, between:

a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:

a City Commission member, City's professional staff including, but not limited to, the City Manager and her staff, or any member of the City's Evaluation Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this RFP upon the advertisement of the RFP. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes her written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

Oral communications at pre-bid conferences;

Oral presentations before the Evaluation Committee;

Public presentations made to the City Commission members during any duly noticed public meeting;

Communications regarding the RFP between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the RFP, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

Communications with the City Attorney and her staff;

Duly noticed site visits to determine the competency of a Proposer regarding the ITB during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;

Any emergency procurement of goods or services pursuant to City Code;

Responses to the City's request for clarification or additional information;

Contract negotiations during any duly noticed public meeting;

Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Proposer shall render any ITB award or contract to the Proposer voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

EXHIBIT "A"

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made below:

		Check One
Submitted By:	_____	☐ Corporation
Name:	_____	☐ Partnership
Address:	_____	☐ Individual
City, State, Zip	_____	☐ Other (describe)
Telephone No.	_____	
Fax No.	_____	
Email	_____	

State the true, exact, correct and complete name of the partnership, corporation, trade or other name under which you do business and the address of the place of business.

The full legal name of the Proposer is:

The address of the principal place of business is:

1. If Proposer is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's name:_____

Vice President's name: _____

Secretary's name: _____

Treasurer's name: _____

Name and address of Resident Agent:_____

_____

2. If Proposer is an individual or a partnership, answer the following:

Date of organization: _____

Name, address and ownership percentage units of all partners:

_____

_____

_____

State whether general or limited partnership and confirm it is registered to do business in Florida:_____

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the names and addresses of principals:

_____

_____

_____

4. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

5. How many years has your organization been in business under its present business name? ____ _____

a) Under what other former names has your organization operated?

_____

_____

_____

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and state registration.

_____

_____

_____

7. Have you personally reviewed the requirements for the proposed services?

☐ YES ☐ NO

8. Do you have a complete set of documents, including drawings and addenda?

☐ YES ☐ NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

☐ YES ☐ NO

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

_____

_____

_____

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of services which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone

12. List the pertinent experience of the key individuals of your organization (continue with an additional sheet, if necessary).

_____

_____

_____

13. State the name and title of the individual who will have responsibility relating to the services:

_____

14. State the name and address of attorney or law firm, if any, for the business of the Proposer:

_____

_____

_____

15. State the names and addresses of all businesses and individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business:

_____

_____

_____

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

_____

_____

17 State the name of the Surety Company which will be providing the bond, and name and address of agent:

_____

_____

_____

18. Bank References:

Bank	Address	Telephone

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)

b) Net Fixed Assets

c) Other Assets

d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)

e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and its date:

_____

21 Is this financial statement for the identical organization named on page one?

☐ YES ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

_____

_____

_____

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding a contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.

_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2023.

Notary Seal

_____
Signature of Notary Public

_____
Printed Name of Notary Public

EXHIBIT "B"

CITY OF DANIA BEACH, FLORIDA
SWORN STATEMENT UNDER §287.133(3)(A), FLORIDA STATUTES
PUBLIC ENTITY CRIMES

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Request for Proposals, City RFP No.: 23-012

2. This sworn statement is submitted by:_____
(**PRINT** Name of entity submitting sworn statement)

its business address is: _____
_____
_____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(**PRINT** Name of individual signing this document)

and my relationship to the entity is:_____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:

   (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

   (b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   1. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   2. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):

      A. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

B. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

C. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

_____ _____

Signature (of person whose **Printed** Name first appears above) Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2023.

Notary Seal

_____

Signature of Notary Public

_____

Printed Name of Notary Public

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

The undersigned Proposer has not divulged, discussed or compared his/her/its Response with any other Proposer, and has not colluded with any other Proposer or party to this Request for Proposals whatsoever.

_____
Signature of Proposer

_____
PRINT Name of Proposer

_____
Title

_____, 2023
Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2023.

Notary Seal

_____
Signature of Notary Public

_____
Printed Name of Notary Public

EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(**PRINT** Name of Authorized Agent)

_____ of _____
(Title) (Proposer Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

EXHIBIT "E"

ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT "F"

REFERENCE LIST

FIVE (5) MUNICIPALITIES FOR WHICH PROPOSER PERFORMED SIMILAR SERVICES WITHIN THE PAST THREE (3) YEARS

The following is a list of at least five (5) references from municipalities for which Proposer provided similar services to those sought in this RFP in the past three (3) years:

1. Name of Entity for which services were performed:_____
   Brief Description of Scope of Services: _____
   Amount of Contract Award: _____
   Status of Contract: _____
   Contact Name: _____
   Telephone Number:_____

2. Name of Entity for which services were performed:_____
   Brief Description of Scope of Services: _____
   Amount of Contract Award: _____
   Status of Contract: _____
   Contact Name: _____
   Telephone Number:_____

3. Name of Entity for which services were performed:_____
   Brief Description of Scope of Services: _____
   Amount of Contract Award: _____
   Status of Contract: _____
   Contact Name: _____
   Telephone Number:_____

4. Name of Entity for which services were performed:_____
   Brief Description of Scope of Services: _____
   Amount of Contract Award: _____
   Status of Contract: _____
   Contact Name: _____
   Telephone Number:_____

5. Name of Entity for which services were performed:_____
   Brief Description of Scope of Services: _____
   Amount of Contract Award: _____
   Status of Contract: _____
   Contact Name: _____
   Telephone Number:_____

EXHIBIT "G"

CERTIFICATION TO ACCURACY OF PROPOSAL

The Proposer, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

By submitting a response to do the work, the Proposer certifies that a careful review of the RFP has taken place and that the Proposer is fully informed and understands the requirements of the RFP and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

A. He/She is_____ of _____, the Proposer that has submitted the attached Proposal;

B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;

C. All forms, affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;

D. No information that should have been included in such forms, affidavits and documents has been omitted; and

E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "G"
CERTIFICATION TO ACCURACY OF PROPOSAL
(continued)

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2023.

Notary Seal

_____
Signature of Notary Public

_____
Printed Name of Notary Public

EXHIBIT C – CONTRACTOR'S RESPONSE TO RFP

Dania Beach Marina Management, RFP 23-012

Prepared For:

City of Dania Beach, Florida
Procurement Department
100 W. Dania Beach Boulevard
Dania Beach, FL 33004
Attn: Sasha Ramos, Procurement Administrator

Prepared By:

Oasis Marina, LLC
(DBA: Oasis Marinas)

Date:

August 2, 2023

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OASIS MARINAS

1. Executive Summary

August 2, 2023

City of Dania Beach, Florida
Procurement Department
100 W. Dania Beach Boulevard
Dania Beach, FL 33004
Attn: Sasha Ramos, Procurement Administrator

RE: Dania Beach Marina, Management Proposal

Dear Procurement Department,

We are pleased to present our marina management proposal for Dania Beach Marina. Our mission is to create and deliver remarkable experiences for our boating community. With service as our mission, we ultimately seek to provide the most detail-oriented operations possible to maximize return for marina owners.

Company Background
The Oasis Marinas mission is to create and deliver remarkable experiences for our boating community. Built from a team with over a century of experience in marina and hospitality management, Oasis focuses on service and quality first and foremost. Our comprehensive operations, service and management policies set us apart and allow our team to overdeliver on our customers' expectations.

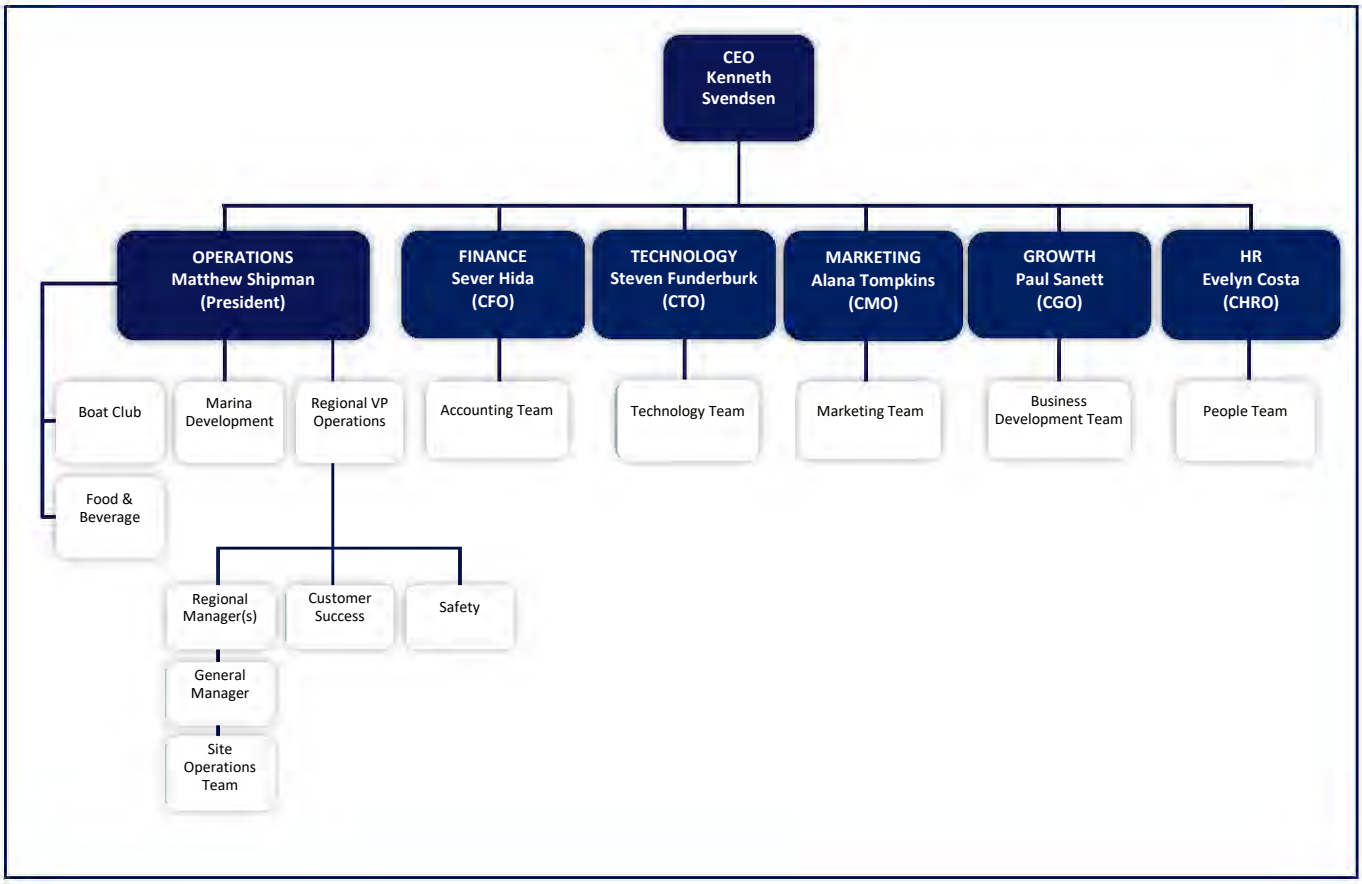
In 2015 we began operations at our first marina in Baltimore, Maryland. Today, Oasis Marinas offers world-class marina management and operations for over 50 marina locations nationwide. Headquartered in Annapolis, the company's 50+ management properties span from the Midwest to the East Coast ranging in size from 20-600 slips.

Corporate Office
222 Severn Ave Bldg 14-200, Annapolis, MD 21403

Corporate Support
Every marina we manage benefits from the Oasis Engine—an integrated system of solutions, services, and the industry's top talent, working in unison to deliver an unparalleled competitive advantage to your marina. Our team is made up of top talent in every key discipline specialized in harnessing the proprietary power of the Oasis Engine directly for your property.

The Oasis Marinas leadership team has expert marina industry knowledge to maximize your marina's potential. Our management solution includes strong teams of facilities management, hospitality, finance, marketing, technology, growth, and human resources.

Corporate Structure and Staff



Proposal Summary

Dania Beach Marina has direct access to the ICW in beautiful southern Florida. This marina's prime location and nearby amenities in the community make this marina a prime location for transient boating. At Oasis we are huge advocates of a strong bond between the community and the marina, and we have first-hand experience helping our marinas become beacons in the community and thrive in the market.

Experience

Oasis Marinas manages over 50 marinas nationwide with management properties all around the coast of Florida. With thousands of boaters in our network, Oasis Marinas is the most equipped to maximize revenue growth and enhance customer loyalty for Dania Beach Marina.

Approach

The Oasis approach focuses on first-class service, targeted marketing, and optimization. We strive for first-class, remarkable service through market leading amenities and through our unique leadership and employee training. Our unique marketing approach will focus on Dania Beach Marina's boater market potential. This marina shows tremendous opportunity for more transient boaters, and Oasis uses the best partners in the industry to maximize transient boater outreach. Our optimization approach starts with slip mix and revenue and filters down to operations, staffing and marina maintenance for net operating income maximization. In addition to service, marketing, and optimization we strive to ensure the marina is the gateway to the community and in partnership with the City to serve the residents and visitors of Dania Beach.

References
Oasis Marinas has included five municipal references as our primary references: City of Fernandina Beach (FL), City of Cleveland (OH), City of Cambridge (MD), Port Authority of Lorain (OH), and City of Troy (NY). Additionally, we have included references from two long-standing marina management properties who can provide a detailed testimony and knowledge of our service: Harbor East Marina in Baltimore, MD and National Harbor Marina in National Harbor, MD. Both these marinas are beacons in their community, and Oasis Marinas has drastically improved service, operations, and marketing.

Price
Oasis Marinas has provided a competitive management proposal price and proposed operating pro forma in Section 5, pages 27-29. Under our incentive-based approach, our team is motivated to generate growth and long-lasting change for Dania Beach Marina.

Financial Capability
Oasis is backed by a Private Equity company, Access Holdings, with more than $2.5 Billion of assets under management and a history of substantial accretive investment in developing and underserved US markets and with strong focus on ESG. The Oasis Marina management vehicle alone has tens of millions in committed and uncalled equity capital destined for investment in future growth.

Testimonial

> Oasis Marinas' team of professionals has the expertise and experience in marina management and hospitality to deliver world-class business and facility management services. The executive team, as well as the front-line level associates, work closely together to promote a culture of delivering a premier boating experience and exceptional products and services.
> ***Lorain Port and Finance Authority, Tom Brown, Executive Director***

We invite you to join the other owners in our network who have found Oasis Marinas to be the best choice for a total management solution, and we look forward to the opportunity to serve Dania Beach Marina. Following the initial review of our proposal we would love to answer any other questions and further show how we have helped other marinas increase profitability and achieve their goals.

Sincerely,

Brian Arnold
Vice President of Business Development

OASIS MARINAS

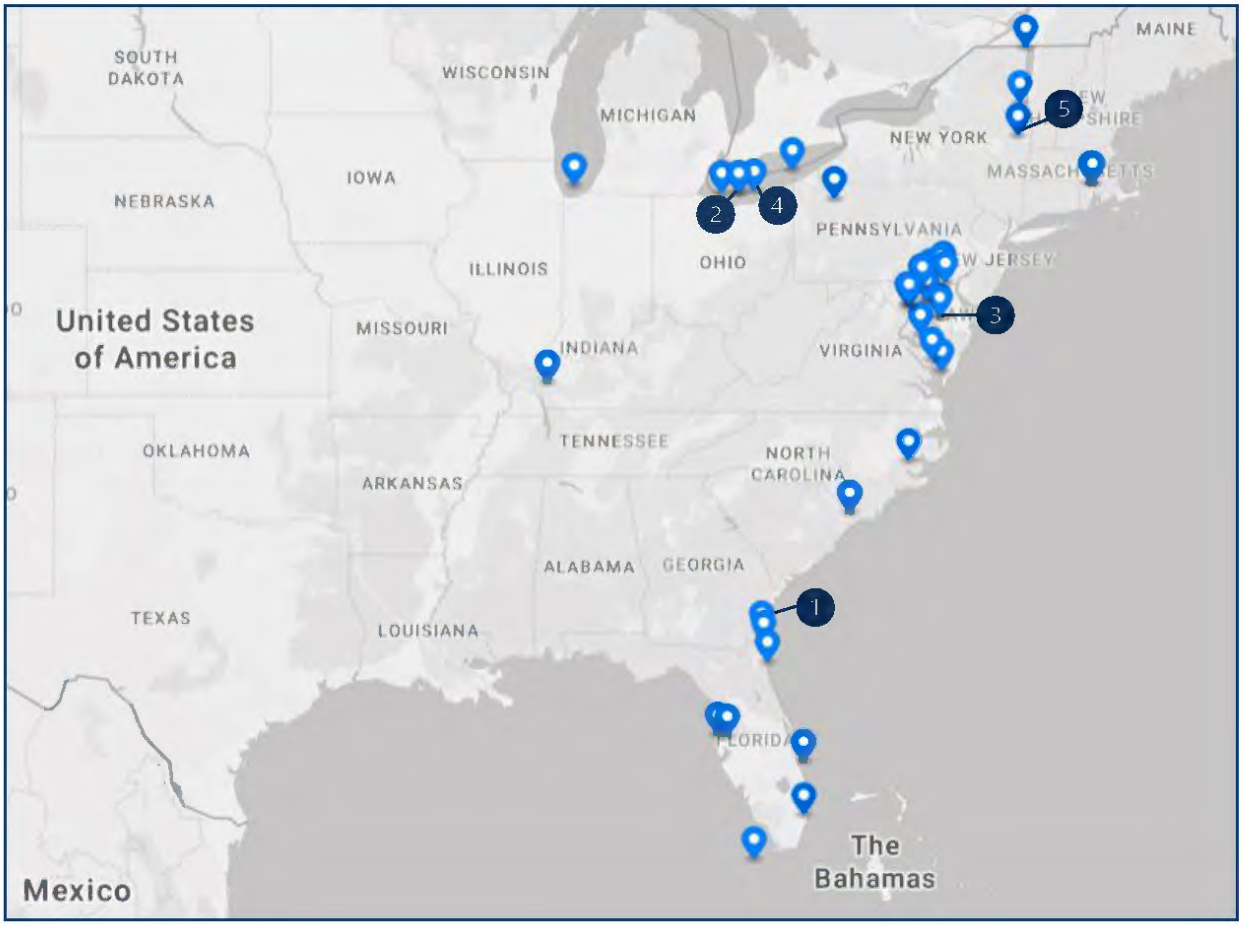
2. Relevant Experience

About Oasis Marinas

Oasis Marinas offers full-service, world-class marina management. Though the vision was born long ago, in 2015 we began operations at our first marina in Baltimore. Headquartered in Annapolis, the company has grown to over 50 locations from the Midwest to the East Coast ranging in size from 20-600 slips.

Portfolio Overview

The Oasis Marinas US portfolio includes 50+ marina management properties, which are operated as third-party management contracts. Many of our marina management properties are multifaceted to include management of and collaboration with development projects, hotels, office leases, events, restaurant/retail components, site maintenance, vendor management and amenity services. We work with cities, parks departments, governmental agencies, boards, mixed-use development partners and other public entitles for project coordination, event management, program development, certifications, permits and public grants. Our marina operations vary to include resort amenities, recreational activities, special events, maintenance, brokerage, marina stores, fuel docks, transient boating, dry storage, restaurants, condominiums, campgrounds, parks, offices, cottage rentals and more.

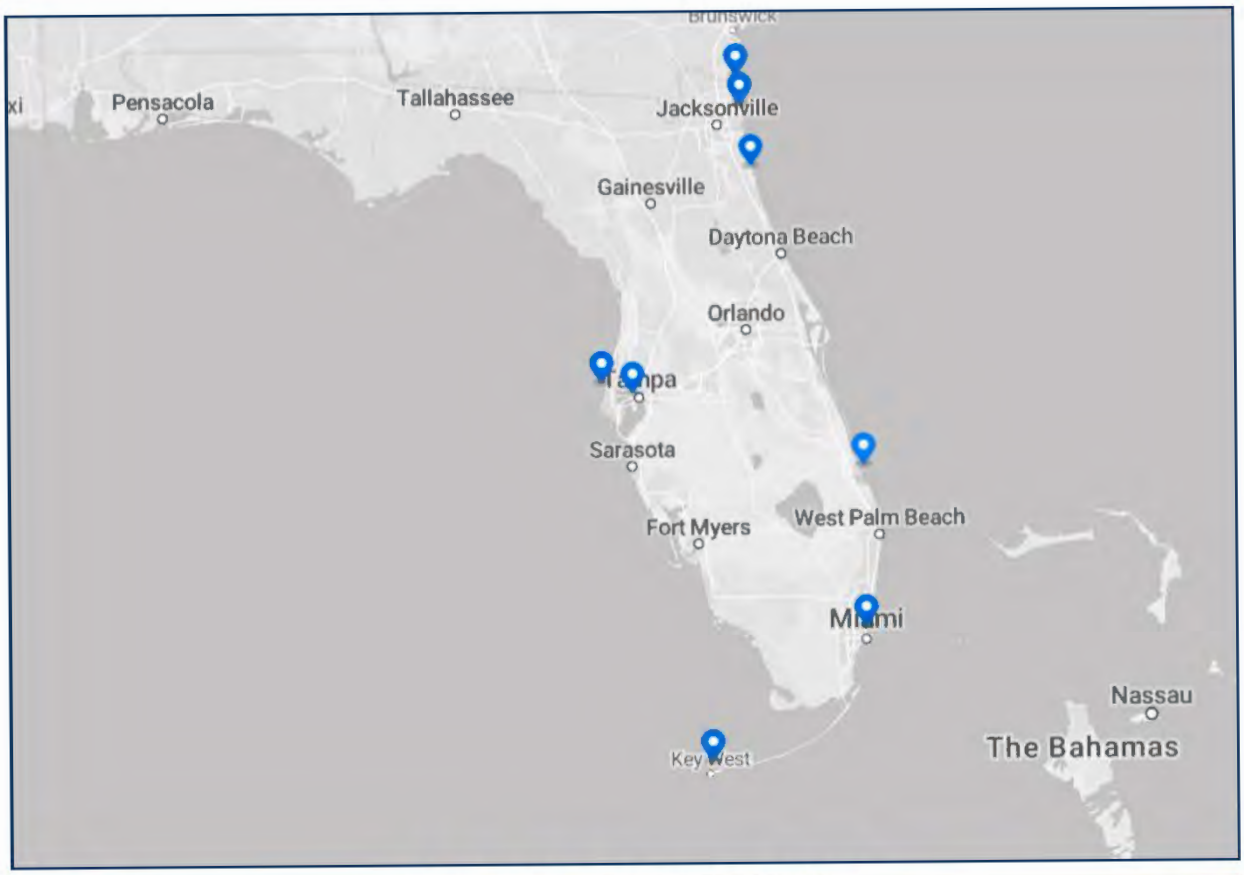


Municipal Properties

1. Fernandina Harbor Marina,	Fernandina, FL,	4,000 LF of Dockage
2. North Coast Harbor	Cleveland, OH	53 Slips
3. Cambridge Municipal Yacht Basin	Cambridge, MD	246 Slips
4. Port Lorain	Lorain, OH	510 Slips
5. Downtown Troy Marina	Troy, NY	400 FT of Dockage

Overview of Florida Properties

www.oasismarinas.com/our-locations



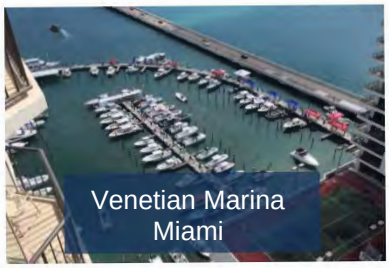
Fernandina Harbor Marina
Fernandina Beach

Fort George Island Marina
Jacksonville

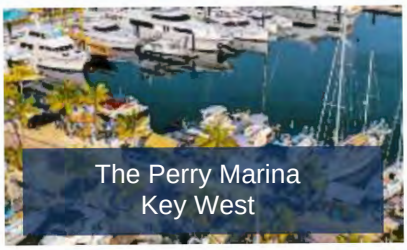
Westshore Yacht Club
Tampa

Clearwater Beach Marina
Clearwater Beach

Four Fish Marina
Jensen Beach


Venetian Marina
Miami

St. Augustine Marine
St. Augustine


The Perry Marina
Key West

Oasis' Impact on

Fernandina Harbor Marina

Property Features

Fernandina Beach, FL

4,000 LF Alongside Floating Dockage

Mooring Field

Deep Water Marina, 25 Feet

Boaters' Lounge

High Speed WIFI

Restaurant On-site

Showers, Restroom, Laundry

Ship Store

Fuel Dock

Ice & Pump Out

Online Booking with Snag-A-Slip

Impact

Higher Customer Ratings & Loyalty

Cleaner & Safer Marina

New Website

Updated Lounge & Office Area

New WIFI Access & Fiber Internet

Updated Fuel Dock

What can Oasis do for you?

Marina Overview

Fernandina Harbor Marina is located right on the ICW near the Georgia/Florida border, in the beautiful city of Fernandina Beach, Florida. This charming city is part of the Amelia Island, which stretches 13 miles long. Fernandina Beach is full of rich history, fabulous dining, resorts, picturesque beaches and luxury golf courses. The marina has 4,000 linear feet of side-tie dockage, 10 mooring balls and a 25-foot depth, which allows it to accommodate almost any size vessel.

Challenge

In 2020, Fernandina Beach residents and the surrounding community were eager and ready to bring life back to the marina after its extended closure from hurricane damage in 2016. Oasis Marinas was hired as the marina management company to help bring the marina back to its full potential and improve service and marketing. The customers' top improvement requests included to reopen the fuel dock, strengthen the marina Wi-Fi system and reopen the retail store. Aside from these important service issues, the priority was to improve marketing, improve maintenance, enhance safety and redesign the website. Oasis set these goals: spotless maintenance of the marina facility, high-touch customer service, high-class customer lounge space, aggressive marketing outreach, detailed financial management and product consistency.

Solution

- Provide premium dockside service
- Redesign the marina managers office and update the boaters' lounge
- Create new marketing programs that focus on events and town amenities
- Redesign the marina website - www.fernandinaharbormarina.com
- Create a custom Marinalife publication featuring Fernandina Beach, to connect arriving boaters to the city shopping, dining and events
- Reopen the retail store
- Reconfigure and improve the marina WIFI internet access for customers
- Repair the fuel dock to full working order
- Improve marina facility maintenance and cleanliness
- Introduce detailed financial management procedures

Impact

Since the December 2020, Oasis Marinas' operational solutions positively impacted customer service reviews, overall safety and cleanliness of the marina, internet access, the store and the fuel dock service. In the first month of operation, we received forty-one (41) customer service reviews, and the average score for all reviews was 4.58 stars (based on a 5-star scale). The new user-friendly website increased the marina's digital footprint and boater reach. WIFI access points have been added throughout the marina, and fiber internet has been added to the boaters' lounge. The fuel dock has been repaired and back in working order.

What Our Customers are Saying

Customer Review, Anonymous, April 2023 - "5 Star everything!!! From the docking assistance to the welcome bags and more!! Was only able to get a slip for 2 days. But once high winds were forecasted they made special arrangements for us to be able to stay an additional night! Thank you again for that!! The marina is in the heart of town! Truly a wonderful stay!!."

Customer Review, Anonymous, 2022 - "The weekend with the staff at Fernandina Harbor Marina was AWESOME! The facilities were perfect and the staff was super friendly and highly professional! We highly recommend visiting Fernandina Harbor Marina."

Oasis' Impact on

Cambridge Municipal Yacht Basin

Property Features

Cambridge, MD

246 Slips

Alongside Floating Dockage

Accommodates Vessels up to 200 ft.

Fuel Dock (Gas & Diesel)

Boaters' Lounge

Showers, Restroom, Laundry

Ice & Pump Out

Online Booking with Snag-A-Slip

Impact

Higher Customer Ratings & Loyalty

Transient Intent to Return Rating 93%

Fuel Revenue Sales up 45%

Significant NOI Growth

What can Oasis do for you?

Marina Overview

Cambridge Municipal Yacht Basin is located at the mouth of Cambridge Creek, on Maryland's beautiful Choptank River. The marina has 246 slips, with additional alongside floating dockage that can accommodate boats up to 200 feet. Boaters drawn to Cambridge, MD are looking for a charming, urban getaway with a historic vibe. The city typically hosts several major events each year, and this marina is the only marina with direct access to the city that can accommodate Superyachts.

Challenge

Cambridge Municipal Yacht Basin is the doorway to the heart of downtown Cambridge, Maryland. Prior to Oasis, the asset was underperforming and underutilized. Oasis Marinas was hired as the marina management company to help bring the marina to its full potential. The primary challenge presented was to improve the financial performance. The secondary challenge was to implement product consistency and enhance the service standards. Oasis Marinas believed in the vision for the marina and set these goals: detailed financial management, high-touch customer service, high-class customer lounge space, aggressive marketing outreach, spotless maintenance of the marina facility and product consistency.

Solution

- Provide premium dockside service
- Redevelop the marina office and add a boaters' lounge
- Provide a consistent service product
- Create new marketing programs that focus on events and town amenities
- Introduce detailed financial management procedures
- Install a retail store
- Create a long-term master plan to maintain the marina
- Create a custom marketing publication featuring Cambridge, to connect arriving boaters to the city shopping, dining and events

Impact

Since the summer of 2018, Oasis Marinas' operational solutions positively impacted customer service reviews, NOI goals, fuel revenue, product consistency and facility maintenance. Oasis instituted a new boater review procedure, and transient boater intent to return ratings averaged at a 93% rating. Fuel sales improved by 45 percent, and our team has been able to significantly improve Net Operating Income with aggressive marketing and detailed financial management procedures.

What Our Customers are Saying

Customer Review – September 2020 "Never before did we have a marina hail us on the radio just to thank us for staying with them! What an unexpected delight!"

Customer Review – November 2020 "We were welcomed at the dock with a care package and called on the radio with a "bon voyage" as we left. Everything was clean and tidy, and it was an easy walk downtown to several nice restaurants."

Oasis' Impact on

Port Lorain

Summary

Lorain, OH

525 Slips

Marina Office & Boaters' Lounge

Fuel Dock

Protected Harbor

Impact

High Customer Ratings & Loyalty

Well-Maintained Docks & Grounds

Working Amenity Services

High-Class Customer Spaces

Security Enhancement

Technology Improvement

What can Oasis do for you?

Marina Overview

Oasis Marinas at Port Lorain has 525 slips, a fuel dock and a marina office with a boaters' lounge. The marina is conveniently located in a protected harbor on Lake Erie with easy access to the city of Cleveland, Canada and the Lake Erie Islands.

Challenge

The marina at Port Lorain needed improved customer service, working amenities, detailed grounds/docks maintenance and improved security. The challenge presented was to transform the marina into a high-class marina asset to compliment the city of Lorain and be a welcoming beacon. Oasis Marinas believed in the vision for the marina and set these goals: high-touch customer service, improved financial return, clean and working amenity services, streamlined operations, enhanced technology and high-class customer spaces.

Solution

- Relocate and redesign the marina and boaters' lounge
- Provide premium dockside service
- Rebrand the marina
- Create new marketing programs
- Introduce technology with real-time availability
- Track maintenance projects with new software
- Update gate controls to docks
- Update controls to the boat launch
- Create a master plan to maintain the marina

Impact

Since our transition in January of 2020, Oasis Marinas is proactively providing solutions across the entire operation to transform this marina into a high-class service gateway to the harbor and city. All of these solutions we are providing lead to better service, technology, revenue enhancement, customer loyalty, security and a better maintained marina.

What Our Customers are Saying

Customer Review, Anonymous, July 2020 - "This is the first year that Oasis has owned this marina. We visited this same marina about 5 years ago found it to be dirty and in severe disrepair. Oasis is certainly working to turn things around. The docks are clean. The management now truly cares."

Customer Review, Anonymous, July 2023 "I love the Oasis Lorain marina! It's easy to get into. Love the restaurant & also love Papasitos. We're from Cleveland and always stop in Lorain either on our way out or back from a trip."

Customer Review, Anonymous, July 2023 "The marina is well kept and the staff was very busy on a holiday weekend but they did a great job!! I will use them again for overnight docking for sure."

Customer Review, Anonymous, July 2022 "Another well run property of Oasis Marinas . . . Extremely large property conveniently located to the channel coming into Lorain Harbor . . . Met by 2 Dock Hand's and got tied up, powered up (used 30 amp splitter to get 50 amp at this particular slip location), provided a bag of swag and local information (nice touch)."

Oasis' Impact on

Harbor East Marina

Property Features

Baltimore, MD

184 Slips

800 Feet Alongside Dockage

Boaters' Lounge

Outdoor Tented Party Pad

Event Venue

30-, 50- & 100-AMP (Single & Three Phase) Shore Power

Laundry/Bath Facilities

12 Blocks of Restaurants, Retail & Grocery Shops, Hotels, Commercial & Residential Properties

Impact

Rebranded Marina

New Marketing Program

New Website (Visit us Online)

Captured Superyacht Market

Online Reservation System

Annual Boater Waitlist 3 Years Running

Continual High Revenue Growth

Improved Customer Ratings

Increased Customer Loyalty

Impacted NOI Year 1

100% Occupancy

Created a Best-in-Class Marina

What can Oasis do for you?

Marina Overview

Harbor East Marina is a high-use downtown marina, in the heart of Baltimore with 184 slips and up to 800 feet of alongside dockage. The Harbor East neighborhood of Baltimore boasts 12 square blocks of fine dining restaurants, boutique and luxury hotels, bars, clubs and fantastic retailers, including Under Armour, Whole Foods, and Anthropologie. In addition to having the best of the city just a step away, boaters also have access to amenities directly on-site, including a laundry/shower facility, a lounge, party area and WiFi.

Challenge

Harbor East Marina was privately operated for over 20 years and was in need of revitalization. The mixed-used development of Harbor East grew into an upscale neighborhood and surpassed the marina to the point that the marina no longer matched the service levels that surrounded the harbor. The primary challenge presented was to transform the marina into a high-class marina asset that matched the premium service levels of the upland development. The secondary challenge was to manage the redevelopment of the marina. Oasis Marinas believed in the vision for the marina and set these goals: deliver high-touch customer service, improve the economic impact to the city through events and shows, increase revenue, attract superyachts and increase awareness and demand.

Solution

- Redesign the marina office and boaters' lounge
- Rebrand the marina
- Create new marketing programs
- Provide premium service through dockside support, online reservations and the new marina office
- Test market elasticity with rate increases
- Add new events and a boat show
- Add new revenue streams
- Manage a $9M renovation to include new floating docks, upgraded electrical systems, IPE decking and dredging of the northeast corner of the marina
- Reconfigured marina design to accommodate Superyachts
- Coordinate with City of Baltimore, DNR, Maryland Department of Environment and the U.S. Department of Fish and Wildlife Service
- Certify the marina as a Maryland Clean Marina

Impact

Oasis' operational solutions positively impacted customer service, transient business, overall financial growth as well as the waterfront traffic to Baltimore. In Year 1, Oasis Marinas provided an immediate and substantial financial impact. Today Harbor East Marina is flourishing, and our team has achieved a compounded annual growth rate that has far exceeded anyone's expectation. Oasis provides Baltimore boaters with premium service, online transient reservations, major events and live entertainment; all of which have had a positive impact on the city's waterfront and local economy. In addition to new transient traffic, annual boaters love Harbor East, and occupancy is at 100 percent with a consistent waitlist each season. Since the redevelopment we repeatedly see more superyachts each year. Within 3 seasons, the site went from no superyachts to now accommodating over 20 superyachts per season.

What Our Clients are Saying

Tim O'Donald, President of Harbor East Management Group - "At the beginning of 2016, we had a tall order – build a best-in-class marina in Baltimore. The Oasis Marinas team is not only helping us accomplish this goal, but they are also providing the customer service to match. Today, we are proud to announce that the new Harbor East Marina is not only the premier marina destination in Baltimore, but also one of the few truly elite properties on the east coast."

Oasis' Impact on

National Harbor Marina

Property Features

National Harbor, MD

81 Floating Slips

150 Ft. of Alongside Floating Dockage

1800 Ft. Alongside Fixed Dockage

125 Ft. Fuel Dock

30-, 50- & 100-Amp Electric Service

Complimentary Garage Parking for Slipholders

Showers, Restroom, Laundry

Pump Out

15 Blocks of Dining, Shopping, Events, Lodging & Entertainment

Impact

High Customer Ratings & Loyalty

Working Amenity Services

High-Class Customer Spaces

Safety Compliance

Well-Maintained Docks & Grounds

Great Vendor Relationships

18% Revenue Improvement in Year 1

What can Oasis do for you?

Marina Overview

National Harbor Marina is a first-class facility with state-of-the-art floating docks, full length finger piers, alongside floating dockage up to 150 feet and alongside fixed dockage up to 1800 feet. The marina is perfectly positioned in the Upper Potomac River, on the Maryland coastline and is surrounded by an abundance of shopping, dining and activities within National Harbor's 350 acres of waterfront resort space.

Challenge

Over the years, National Harbor Marina experienced several changes in management from different marina operators in search for an operator who could deliver excellent customer service. The primary challenge presented was to transform the marina into a high-class marina asset that matched the premium service levels of the upland development. The secondary challenge was to recommission the fuel dock, which had been in and out of service for close to a year and a half. Oasis Marinas believed in the vision for the marina and set these goals: high-touch customer service, clean and working amenity services and high-class customer spaces.

Solution

- Provide premium dockside service
- Rebrand the marina
- Redevelop the marina office and boaters' lounge
- Create new marketing programs
- Recommission fuel system to working order within 90 days
- Add new revenue streams
- Contract with revenue-generating waterfront recreation partners
- Create a long-term master plan to maintain the marina
- Become a steward of the waterway through regular shoreline cleanups by partnering with local government organizations
- Work closely with the Coast Guard for safety training

Impact

Since the fall of 2018, Oasis Marinas' operational solutions positively impacted customer service reviews, revenue goals, vendor relationships, safety compliance and the marina facilities. Customer review ratings went up from 2.0 to 4.92 out of 5 stars. Recommissioning the fuel system revived an amenity, significantly increased revenue and profit and repaired vendor relationships. Operations are now compliant with safety regulations, and the shoreline is cleaner. Additionally, our relationship with the Coast Guard allowed our team to secure 5,000 face masks for National Harbor's employees.

What Our Clients are Saying

Christopher J. Borgal, AVP Asset Management & Operations, National Harbor - "We have seen Oasis' emphasis on customer service firsthand. They have raised our cumulative customer review score from 2.0 to 4.92 out of 5. The Oasis team is hitting home runs here!"

3. Approach

Approach for Dania Beach Marina

Approach for Dania Beach Marina

Text

Dania Beach Marina is situated in a prime location on the ICW in beautiful southern Florida. Oasis Marinas understands the City's goal to improve and maintain the marina infrastructure and operations to provide a clean and safe environment for its customers. Our team is deeply familiar with this marina and its tremendous potential.

Goals and Vision

The Oasis vision for Dania Beach Marina is to transform this marina into a shining beacon in this community. With Oasis Marinas, Dania Beach Marina can be a first-class marina with clean facilities and market-leading services. Our marina management team will focus on improving and maximizing the marina's space, revenue potential, service, financial control, and property maintenance. To do this Oasis Marinas will provide management services for Dania Beach Marina that include but are not limited to marina operations, maintenance, marketing and security while maximizing net revenue to the City.

Transition Approach/Project Workload

As the country's leading third-party management company, Oasis has a robust, proprietary process for onboarding new marinas. Our preference is to start with a face-to-face meeting to introduce ourselves and build a strong foundation for our future relationship. Once an agreement has reached and a contract signed, a dedicated Project Manager is appointed who will oversee the integration process (typically 30-60 days depending on the complexity of the marina), ensuring a smooth transition from the current operator and the effective engagement of Oasis' engine.

Operations Approach

From the moment the Oasis team begins managing a new marina, our team focuses on these key areas: service, marketing, maintenance, financial control, leadership training and technology enhancements.

Remarkable Service

Oasis Marinas will always place customer satisfaction at the top of the list. Our team will offer remarkable amenities and dockside service with attention to detail.

Powerful Marketing

Oasis Marinas provides marina guests an interactive experience to strengthen loyalty and draw in more boaters. Our marketing team will use online and local direct marketing channels, backed by our major industry partners, to increase the exposure of the marina.

Detailed Maintenance

Oasis Marinas is all about planning and organization. Our team will implement our Property Improvement Plan to create a more efficient, safe, and profitable operation. This is done both to ensure everything is in working order for the customer as well as to eliminate any safety risks.

Financial Control

Oasis Marinas uses metrics-driven strategies to forecast, track, and grow marina profit. We not only streamline expenses, but we also grow and expand the marina's revenue to its full potential.

Leadership Training

Oasis Marinas is passionate about our standards for hiring and training. Only the best people are hired and trained with the goal of providing each marina exceptional service.

Technology Integration

Oasis Marinas will manage all accounting and payments for the marina using our marina management system. We will also improve technology with our online reservation software, backed by leading industry partners.

Remarkable Service

At Oasis Marinas, we set the standard for the marina industry of consistent brand experiences, quality operations, customer service and facility conditions. Oasis Marinas revolutionizes the marina experience by offering efficient and clean operations without sacrificing the higher levels of service customers crave.

First impressions are critical. We inspire loyalty and return visitation with consistent excellent customer service. For this reason, Oasis Marinas is heavily focused on the customer experience from the moment guests reserve a boat slip or walk through the door until they leave the property.

To enrich the guest experience further, we measure customer experiences at our marinas and use that for process and service improvements. At the conclusion of their stay each boater receives a digital survey. Our team gathers the survey feedback and uses the results to focus on improvement areas. Oasis properties consistently score higher than our competition, and this feedback loop is how we ensure continual improvement.

Powerful Marketing

Driving Business to your Marina

Today's breed of marketer leads by leveraging data. The Oasis performance marketing team are Google Analytics certified, which guarantees our ability to infuse insightful customer analytics into our day-to-day marketing strategy. We bring this data-driven approach to your marina to understand where and what guests want starting from their initial destination search, through to slip reservation, arrival, stay, and future return.

Oasis Marinas offers the most impactful marketing and media outreach in the marine industry that is imperative to fuel the future growth and success of Dania Beach Marina. Our marketing performance team brings major industry partnerships and experience where we can guarantee elevated exposure for your marina.

We focus on the complete customer journey, not just a singular point, which makes Oasis a remarkable fit in managing Dania Beach Marina. Before developing a comprehensive marketing strategy, our team analyzes the market's current activities, local market conditions, customer feedback, website optimization and what we call the BJM - Boaters Journey Map, which prescribes individual touchpoints along the boaters' path from planning their destination, reserving a slip, time during stay, through to departure and return.

Retaining Business

Although we build awareness around events on-site to bring in local business and net new guests from outer markets, we highly consider the attention of the returned visit. Our consumption of guest information allows us to build targeted and timely marketing content which will inspire guests to return. By identifying who our loyal customers are, we can invite them to an internal social influencer program to aid in spreading the word across their network of boaters. Data strengthens our marketing strategy, drives efficiencies, and delivers value to both the bottom line and our guests.

Detailed Maintenance

With Oasis Marinas, you can expect comprehensive lifecycle management that focuses on the marina infrastructure, grounds maintenance, vendor management, sustainability programs, and emergency preparedness.

Property Improvement Plan
A Property Improvement Plan ensures the proper management of spending and investments. With a professional and metrics-driven approach, we can help you plan, construct, operate and maintain your facilities to ensure maximum life at the least amount of cost. Oasis Marinas, along with its industry partners, will ensure your facility and operations are green, efficient and in compliance with all regulations.

Dania Beach Marina needs a proven team that can budget and execute the vision for the marina. The Oasis Marinas Property Improvement Plan will help articulate the vision and align with current and future investments.

Vendor Management
We understand that organizing vendors and contracts can be stressful and time consuming. Successfully managing great vendors is critical to a property's success. Oasis Marinas will leverage our portfolio of marinas to manage all vendor services, provide project management and contract negotiation to act as the liaison between site vendors and ownership.

As part of our holistic management approach, Oasis Marinas will negotiate, support and manage all executed and effective contracts that you have with your various vendors and partners. By letting Oasis manage your vendors and contracts, you can save yourself time and money, while ensuring a seamless experience.

Vendor Services Include:

- Cost benefit analysis & materials sourcing
- Project management
- New product offerings
- Partnership development
- Negotiation
- Contract review & management
- Service level agreements

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Financial Control

At Oasis Marinas, one of our top priorities beyond service is detailed financial management and control. Dania Beach Marina will gain a professional accounting team governed by General Accepted Accounting Principles. Our team of professionals prepares detailed monthly invoicing, budgeting, forecasting, and reporting.

At the site level, Oasis Managers are trained in budgeting, which allows our onsite team to be more in-tune to operational needs in real-time. Each of our properties undergo monthly budget reviews by our corporate office, followed up by quarterly and annual reviews.

Oasis Marinas will provide the following financial management services for Dania Beach Marina listed below.

Monthly Statements

Daily Reconciliation

Accounts Receivable & Payable

Monthly Forecasting

Annual Budgets

Detailed Reporting

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Leadership Training

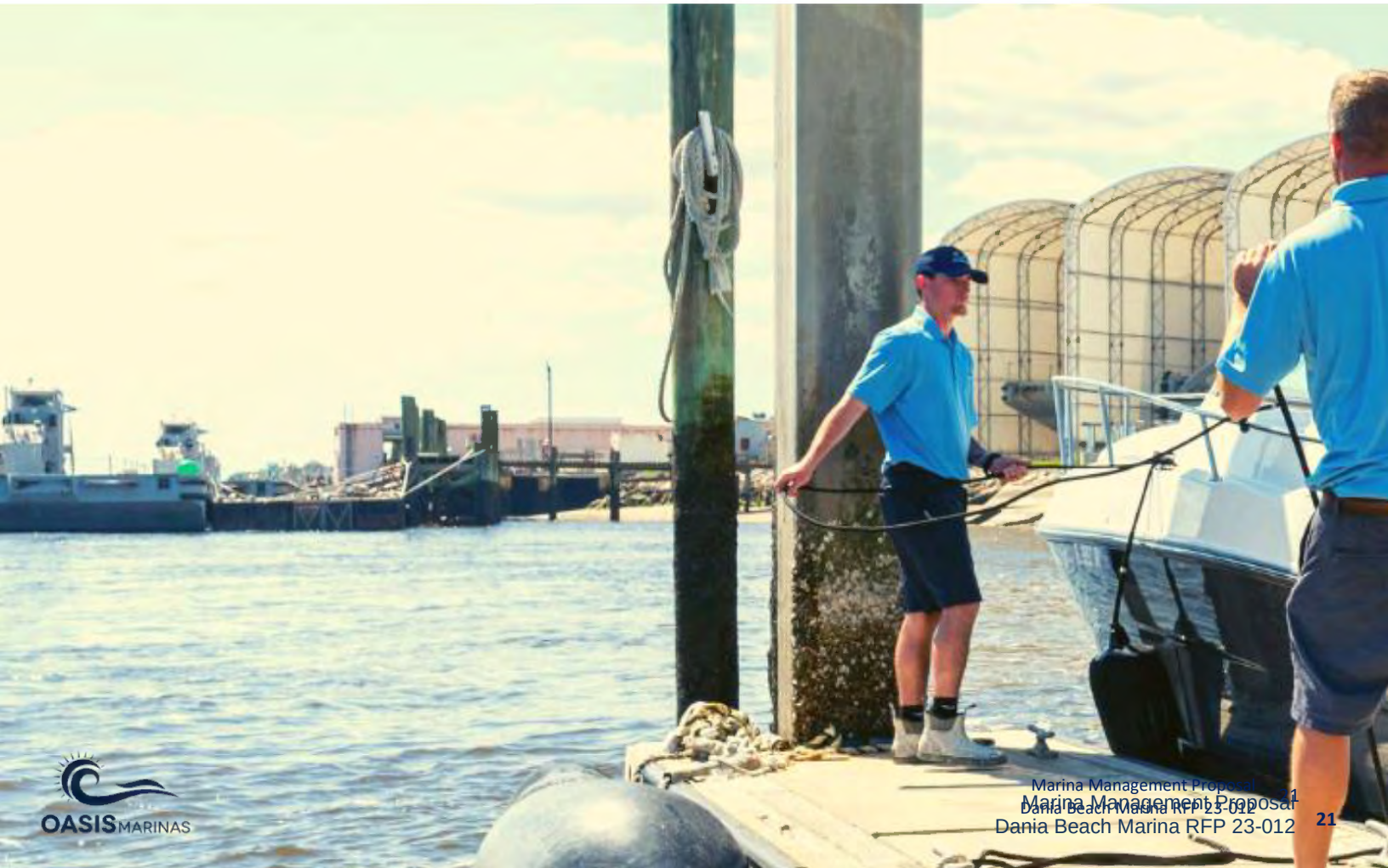
Excellent customer service begins and ends with great people. A smiling face and a helpful hand immediately set the tone for a guest's experience onsite, and we are diligent in how we source, hire and train our teams.

Using a combination of online assessments and in-person auditions, we identify and test candidates to determine if they have a genuine interest in serving others. Once hired, we support them with a robust training program designed to not only give them the skills they need, but to also create a culture of professional growth. In fact, our cutting-edge Learning Management System has more than 100 courses for team members, covering topics such as marine safety, coaching, time management, public speaking, and personal wellness. We even use gamification within the system to encourage engagement, with members earning badges and rewards as they pass our courses!

With our "hire for attitude, train for skill" approach, brand standards, training, and hospitality experience, we confidently promise to Dania Beach Marina Five-Diamond, hospitality-focused marina management services that will rival any luxury hotel in the world.

Leadership Training Courses
Training will cover at a minimum the following topics and delve deeper into each segment as it directly correlates to this operation's requirements.

Leadership skills	Problem solving skills	Emergency management
Boat operations	Maintenance	Hurricane preparedness
Customer service	Safety and first aid	Environmental management



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Technology Integration

At Oasis Marinas, we believe that technology can enable our operations staff to spend more facetime with boaters and less time behind a desk. We use technology throughout the entire operation in accounting, contract management, slip reservations, facility maintenance, boat launch reservations, employee training and attendance tracking.

Marina Management Technology

We provide technology solutions that allow the location manager a 360-degree view of operations and facilities management. Our marina management system allows our team to track sales and inventory in real-time in an efficient and effective manner.

All data is housed in one place and enables us to leverage the data for marketing and customer service management purposes. The technology we use also enables us to automate many of the back-end operations, thereby allowing the location manager to focus on customer service.

Enterprise Solutions

Cloud Deployment

Dockside Manager Mobile Solution

Electronic Point of Sale Solution

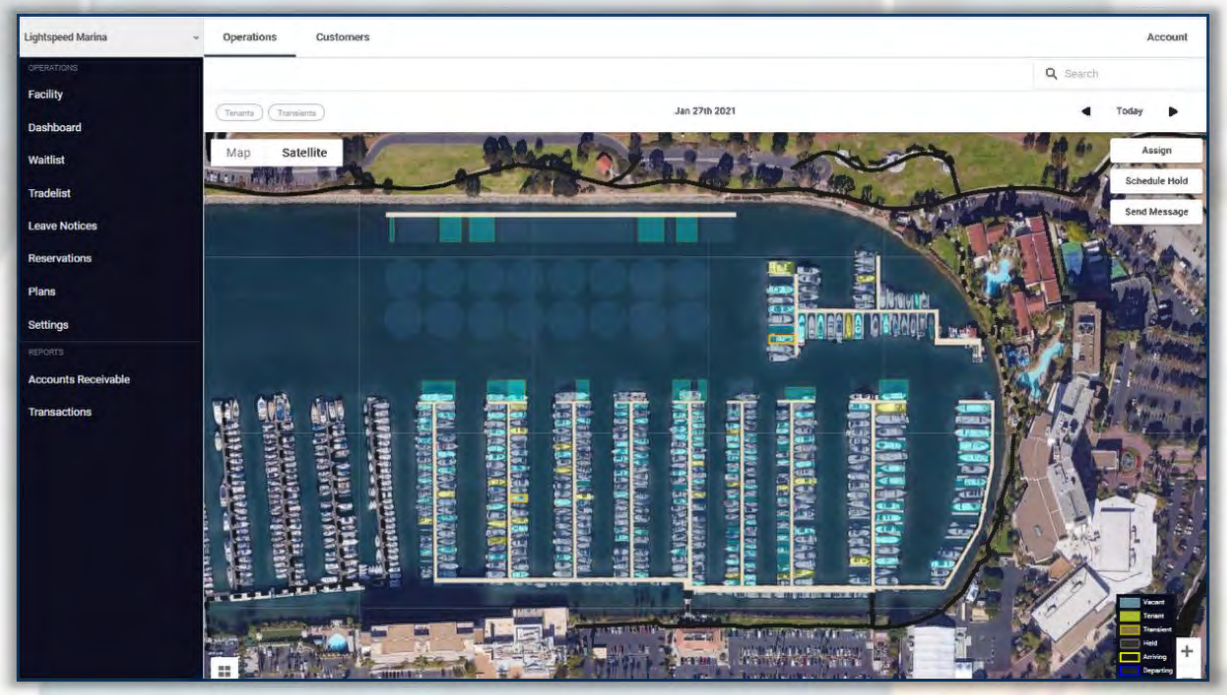
Online Reservation Integration

Finance & Metering Systems Integration

Enhanced Contact Management

Data Conversion Capabilities

Management System Dashboard View



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Sustainability Programs

Clean Marina Program

All our marinas seek to achieve the Clean Marina status. Oasis Marinas excels in managing sustainability initiatives and will handle all the regulatory requirements to help Dania Beach Marina complete the Clean Marina program. The Clean Marina Certification is a clear indication to the State, the community and to boaters that Dania Beach Marina is committed to running a low impact and sustainable marina operation.

- Become an Environmental Steward
- Manage a Cleaner & More Efficient Facility
- Serve as a Valuable Asset to the Community

Emergency Preparedness

Oasis Marinas maintains a comprehensive Emergency Procedures Plan within our SOP Manual. Staff members will be trained on safety and emergency procedures. Some areas of interest covered in our plan include emergency contacts, vessel owner action plan, facility evacuation plan and emergency checklists to secure the facility and vessels.

Development Management

The Oasis Marinas difference does not stop with high-touch hospitality and metric-driven operations but also extends to marine industry construction management. Oasis Marinas takes ownership of overseeing all phases of our projects being the single point of contact. Phases include permitting, design and construction.

Oasis Marinas uses the Design-Build project delivery solution to provide a single source of responsibility for the overall project and to save time and money by encouraging innovation and collaboration with all parties (Owner, Designer, Builder).

Only one contract is necessary with this approach, and Oasis is able to provide improved project communication, coordinated project timelines and more accurate project budgets.

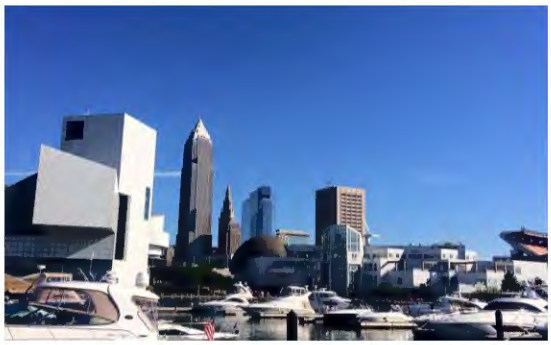
OASIS MARINAS

4. References

References

Fernandina Harbor Marina
City of Fernandina Beach, FL
204 Ash St Fernandina Beach, FL 32034-4230
Tammi E. Bach
City Attorney
Phone: 904-310-3276
Website: Fernandina Harbor Marina

North Coast Harbor
City of Cleveland, OH
1020 East 9th Street, Cleveland, OH 44114
John Hoose
Assistant Commissioner of Airport Strategy
Phone: 216-857-0050,
Email: jhoose@clevelandairport.com
Website: North Coast Harbor Marina



Cambridge Municipal Yacht Basin
City of Cambridge, MD
410 Academy Street,Cambridge, MD 21613
Tom Carroll
City Manager
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Email: tcarroll@choosecambridge.com
Website: Cambridge Yacht Basin

Port Lorain
Lorain Port and Finance Authority
319 Black River Lane, Lorain, Ohio 44052
Tom Brown
Executive Director
Phone: 440-204-2265
Website: Oasis Marinas at Port Lorain

Troy Downtown Marina
City of Troy, NY
401 River Street, Troy, NY
Chris Nolin
Deputy Mayor
Phone: 518-279-7130
Email: chris.nolin@troyny.gov
Website: Troy, NY Downtown Marina

OASIS MARINAS

5. Price

Pricing Terms

Dania Beach Marina

Option 1:
Fixed Fee

(In line with current marina management agreement)

Management Fee

$120,000 Annually

(Annual increases matching Consumer Price Index not to exceed 5% increase)

Incentive Fee

2% of NOI

Option 2:
Percent of Revenue

(Oasis' typical marina management agreement structure)

Management Fee

$6.5% of Revenue

Incentive Fee

2% of NOI

Contract
Term

5 Years

Plus, additional renewal periods.

Dania Beach Marina
Proposed Operating Budget

Oasis Marinas is confident that we can provide the marina operations at Dania Beach Marina with substantial financial, operational, and service improvements based on our track record of revenue improvement success across our entire portfolio. Please see the following projections based on both Management Fee Options as previously outlined.

Option 1

		Y1 2024	%	Y2 2025	%	Y3 2026	%	Y4 2027	%	Y5 2028	%
Revenue		**1,779,813**		**2,066,868**		**2,295,646**		**2,549,512**		**2,831,193**	
Revenue	Wet Storage	1,779,813		2,066,868		2,295,646		2,549,512		2,831,193	
GOP		**1,779,813**	**100.00%**	**2,066,868**	**100.00%**	**2,295,646**	**100.00%**	**2,549,512**	**100.00%**	**2,831,193**	**100.00%**
Expenses		**(841,417)**	**-47.28%**	**(873,736)**	**-42.27%**	**(912,562)**	**-39.75%**	**(954,008)**	**-37.42%**	**(998,305)**	**-35.26%**
Expenses	Payroll & Other Expenses	(325,162)	-18.27%	(334,917)	-16.20%	(344,964)	-15.03%	(355,313)	-13.94%	(365,972)	-12.93%
Expenses	R&M	(24,000)	-1.35%	(24,720)	-1.20%	(25,462)	-1.11%	(26,225)	-1.03%	(27,012)	-0.95%
Expenses	Utilities	(72,663)	-4.08%	(84,382)	-4.08%	(93,722)	-4.08%	(104,087)	-4.08%	(115,587)	-4.08%
Expenses	Supplies	(2,400)	-0.13%	(2,472)	-0.12%	(2,546)	-0.11%	(2,623)	-0.10%	(2,701)	-0.10%
Expenses	Marketing	(52,000)	-2.92%	(42,000)	-2.03%	(42,000)	-1.83%	(42,000)	-1.65%	(42,000)	-1.48%
Expenses	Rent	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Expenses	Contract	(110,517)	-6.21%	(114,998)	-5.56%	(119,268)	-5.20%	(123,760)	-4.85%	(128,491)	-4.54%
Expenses	Credit Card Fee	(48,077)	-2.70%	(55,831)	-2.70%	(62,011)	-2.70%	(68,869)	-2.70%	(76,478)	-2.70%
Expenses	Insurance	(49,600)	-2.79%	(51,088)	-2.47%	(52,621)	-2.29%	(54,199)	-2.13%	(55,825)	-1.97%
Expenses	Professional Fees	(26,000)	-1.46%	(26,000)	-1.26%	(26,000)	-1.13%	(26,000)	-1.02%	(26,000)	-0.92%
Expenses	Management Fee	(120,000)	-6.74%	(126,000)	-6.10%	(132,300)	-5.76%	(138,915)	-5.45%	(145,861)	-5.15%
Expenses	Other	(10,998)	-0.62%	(11,328)	-0.55%	(11,668)	-0.51%	(12,018)	-0.47%	(12,378)	-0.44%
Expenses	Taxes Real Estate & Others	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
NOI to City		**938,396**	**52.72%**	**1,193,132**	**57.73%**	**1,383,085**	**60.25%**	**1,595,503**	**62.58%**	**1,832,888**	**64.74%**
Expenses	Incentive Fee	(18,768)	0.00%	(23,863)	0.00%	(27,662)	0.00%	(31,910)	0.00%	(36,658)	0.00%

Disclaimer. This pro-forma contains certain estimates, forecasts, and financial projections ("Estimates"). Owner acknowledges that there are uncertainties inherent in attempting to make such Estimates, that Owner is familiar with such uncertainties, that Owner is taking full responsibility for making its own evaluation of the adequacy and accuracy of all Estimates (including the reasonableness of any assumptions underlying such Estimates), and that actual results may differ materially. Owner is cautioned not to place undue reliance on the Estimates. Oasis does not make any representation, warranty, or guaranty with respect to the Estimates (including any such underlying assumptions). No assurances can be given that the future results indicated, whether expressed or implied, will be achieved.

Option 2

		Y1 2024	%	Y2 2025	%	Y3 2026	%	Y4 2027	%	Y5 2028	%
Revenue		**1,779,813**		**2,066,868**		**2,295,646**		**2,549,512**		**2,831,193**	
Revenue	Wet Storage	1,779,813		2,066,868		2,295,646		2,549,512		2,831,193	
GOP		**1,779,813**	**100.00%**	**2,066,868**	**100.00%**	**2,295,646**	**100.00%**	**2,549,512**	**100.00%**	**2,831,193**	**100.00%**
Expenses		**(837,105)**	**-47.03%**	**(882,082)**	**-42.68%**	**(929,479)**	**-40.49%**	**(980,812)**	**-38.47%**	**(1,036,472)**	**-36.61%**
Expenses	Payroll & Other Expenses	(325,162)	-18.27%	(334,917)	-16.20%	(344,964)	-15.03%	(355,313)	-13.94%	(365,972)	-12.93%
Expenses	R&M	(24,000)	-1.35%	(24,720)	-1.20%	(25,462)	-1.11%	(26,225)	-1.03%	(27,012)	-0.95%
Expenses	Utilities	(72,663)	-4.08%	(84,382)	-4.08%	(93,722)	-4.08%	(104,087)	-4.08%	(115,587)	-4.08%
Expenses	Supplies	(2,400)	-0.13%	(2,472)	-0.12%	(2,546)	-0.11%	(2,623)	-0.10%	(2,701)	-0.10%
Expenses	Marketing	(52,000)	-2.92%	(42,000)	-2.03%	(42,000)	-1.83%	(42,000)	-1.65%	(42,000)	-1.48%
Expenses	Rent	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Expenses	Contract	(110,517)	-6.21%	(114,998)	-5.56%	(119,268)	-5.20%	(123,760)	-4.85%	(128,491)	-4.54%
Expenses	Credit Card Fee	(48,077)	-2.70%	(55,831)	-2.70%	(62,011)	-2.70%	(68,869)	-2.70%	(76,478)	-2.70%
Expenses	Insurance	(49,600)	-2.79%	(51,088)	-2.47%	(52,621)	-2.29%	(54,199)	-2.13%	(55,825)	-1.97%
Expenses	Professional Fees	(26,000)	-1.46%	(26,000)	-1.26%	(26,000)	-1.13%	(26,000)	-1.02%	(26,000)	-0.92%
Expenses	Management Fee	(115,688)	-6.50%	(134,346)	-6.50%	(149,217)	-6.50%	(165,718)	-6.50%	(184,028)	-6.50%
Expenses	Other	(10,998)	-0.62%	(11,328)	-0.55%	(11,668)	-0.51%	(12,018)	-0.47%	(12,378)	-0.44%
Expenses	Taxes Real Estate & Others	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
NOI to City		**942,708**	**52.97%**	**1,184,786**	**57.32%**	**1,366,168**	**59.51%**	**1,568,700**	**61.53%**	**1,794,721**	**63.39%**
Expenses	Incentive Fee	(18,854)	0.00%	(23,696)	0.00%	(27,323)	0.00%	(31,374)	0.00%	(35,894)	0.00%

Disclaimer. This pro-forma contains certain estimates, forecasts, and financial projections ("Estimates"). Owner acknowledges that there are uncertainties inherent in attempting to make such Estimates, that Owner is familiar with such uncertainties, that Owner is taking full responsibility for making its own evaluation of the adequacy and accuracy of all Estimates (including the reasonableness of any assumptions underlying such Estimates), and that actual results may differ materially. Owner is cautioned not to place undue reliance on the Estimates. Oasis does not make any representation, warranty, or guaranty with respect to the Estimates (including any such underlying assumptions). No assurances can be given that the future results indicated, whether expressed or implied, will be achieved.

OASIS MARINAS

6. Proposal Bond

Bond Number 107884162

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, Oasis Marina LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Dania Beach, Florida, as Obligee, in the sum of Ten Thousand Dollars Dollars (10,000) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Marina Management ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 28th day of July, 2023.

(Principal)

By: _____
SEVER HIDA CFO

Travelers Casualty and Surety Company of America

By: Mark Tagliaferro
Mark Tagliaferro, Attorney-in-Fact

7. Exhibits A-G Forms

EXHIBIT "A"

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made below:

		Check One
Submitted By:	Oasis Marina, LLC	☐ Corporation
Name:	Paul Sanett	☐ Partnership
Address:	222 Severn Ave Bldg 14-200	☐ Individual
City, State, Zip	Annapolis, MD 21403	☒ Other (describe) LLC
Telephone No.	Primary: 703-656-6926 Office: 410-741-3773	
Fax No.	NA	
Email	psanett@oasismarinas.com	

State the true, exact, correct and complete name of the partnership, corporation, trade or other name under which you do business and the address of the place of business.

The full legal name of the Proposer is:

Oasis Marina, LLC

The address of the principal place of business is:

222 Severn Ave Bldg 14-200, Annapolis, MD 21403

1. If Proposer is a corporation, answer the following:

Date of Incorporation: NA

State of Incorporation: NA

President's name: NA

Vice President's name: NA

Secretary's name: NA

Treasurer's name: NA

Name and address of Resident Agent: NA

2. If Proposer is an individual or a partnership, answer the following:

Date of organization: 08/13/2013

Name, address and ownership percentage units of all partners:

Oasis Marina, LLC is 100% owned by Oasis Group Holdings, Inc.

State whether general or limited partnership and confirm it is registered to do business in Florida: Oasis Marina, LLC is registered in Florida. Please see attached Cert. of Good Standing

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the names and addresses of principals:

Proposer is an LLC. Sever Hida, CFO is Officer.

222 Severn Ave Bldg 14-200

Annapolis, MD 21403

4. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

5. How many years has your organization been in business under its present business name? 9 Years Organized on 8/13/23

a) Under what other former names has your organization operated?

None

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and state registration.

Please see attached Certificate of Good Standing for the State of Florida.

7. Have you personally reviewed the requirements for the proposed services?

[x] YES [ ] NO

8. Do you have a complete set of documents, including drawings and addenda?

[x] YES [ ] NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

[x] YES [ ] NO

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of services which you have performed and to which you refer (government owners are preferred as references).

Additional References Listed in Exhibit F

Name	Address	Telephone
Harbor East Management, Tim O'Donald,	Baltimore, MD	410-779-4700
National Harbor, Christopher J. Borgal,	National Harbor, MD	cborgal@pertersoncos.com
City of Fernandina, Tammi E. Bach,	Fernandina Beach, FL	904-310-3276

12. List the pertinent experience of the key individuals of your organization (continue with an additional sheet, if necessary).

Please see attached corporate biographies.

13. State the name and title of the individual who will have responsibility relating to the services:

Nathan Moyer, Vice President of Operations

14. State the name and address of attorney or law firm, if any, for the business of the Proposer:

Christopher Johnson, Principal: Miles & Stock Bridge

Direct: 410-385-3532, Cell: 410-456-1888

cjohnson@milesstockbridge.com

15. State the names and addresses of all businesses and individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business:

Oasis Marina, LLC is 100% owned by Oasis Group Holdings, Inc.

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

None

17 State the name of the Surety Company which will be providing the bond, and name and address of agent:

KIG (THE KASTENDIKE INSURANCE GROUP)

Mark Tagliaferro CPCU, CIC

311 International Circle, Suite 140, Hunt Valley, MD 21030

18. Bank References:

Bank	Address	Telephone
JP Morgan	650 S. Exeter St, Floor 09	410-949-2143
Ashley John Stuart Thompson	Baltimore, MD 21202	
Commercial Banker, Vice President		

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)

b) Net Fixed Assets

c) Other Assets

d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)

e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and its date:

RSM

21 Is this financial statement for the identical organization named on page one?

☐ YES ☒ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Financial Statement is for Oasis Group Holdings, Inc. and subsidiaries.
Oasis Group Holdings owns Oasis Marina, LLC

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding a contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.

Signature

Paul Sanett

Print Name

Chief Growth Officer

Title

7/31/2023

Date

STATE OF Illinois)

COUNTY OF Cook)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☑ physical presence or ☐ online notarization, on July 31st 2023 as CSO, of Oasis Marina LLC, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of Oasis Marina LLC for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced green card as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 31st day of July, 2023.

Notary Seal

Signature of Notary Public

Shannon Bryant

Printed Name of Notary Public

OFFICIAL SEAL
SHANNON BRYANT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Oct. 20, 2026

Certificate of Good Standing

State of Florida
Department of State

I certify from the records of this office that OASIS MARINA LLC is a Maryland limited liability company authorized to transact business in the State of Florida, qualified on October 15, 2018.

The document number of this limited liability company is M18000009339.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 24, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of July, 2023

Secretary of State

Tracking Number: 3697828923CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Corporate Bios

Kenneth Svendsen – Chief Executive Officer

Kenneth Svendsen brings 30 years of broad consumer facing experience that began in sales and marketing in the travel industry in Europe before successful roles with The Walt Disney Company, Hilton Worldwide, Entertainment Cruises and most recently, Hornblower Cruise Events (who acquired Entertainment Cruises). He operated his first “stand alone” P&L with Disney responsible for Walt Disney Travel Company in 2000 and has been a GM, President, or CEO for 20 years.

Kenneth most recently was President of Hornblower Cruises Events, operator of three different portfolios that include 157 ships, 4,900 staff and annual revenue of 850 M. During his tenure with Hornblower, Kenneth planned, integrated, and led what became the world's largest provider of water-based dining, sightseeing, private charter, and transportation experiences. He oversaw and led the expansion into Europe with the acquisition of the largest GB operator serving 9.8 M guests each year (up from 1.6 M in 2016) across 22 coveted destinations in the US, Canada, U.K.

Dan Cowens – Founder

Dan’s love for the water began when he worked for Annapolis Bay Charters in Annapolis Maryland throughout high school and has continued to grow since. Dan Cowens is the visionary and architect behind Oasis Marinas. In 2014, Dan founded Oasis Marinas with the goal of providing a higher level of service to marina owners and boaters. He believed that there was a need for a more modern and customer-focused approach to marina management.

Under Dan’s leadership, Oasis Marinas has grown rapidly and now manages dozens of marinas across the United States. The company's success is due in part to Dan’s innovative approach to marina management. He has implemented new technologies and systems to streamline operations and improve the customer experience. Dan is also committed to giving back to the community. He is involved in several charitable organizations, including the Chesapeake Bay Foundation and the Annapolis Maritime Museum.

Sever Hida – Chief Financial Officer

Sever is head of the finance organization at Oasis where he is driven to provide a high-quality product to clients while acting as a partner in their value creation. He brings over 20 years of financial and accounting experience with a demonstrated record of leadership in scaling finance organizations of various high growth companies through process development, controls restructuring and finance systems implementations across multiple industries and geographies. Having previously worked for both public and private companies across sectors including Telecommunications, Construction, Publishing, Animal Health and Nuclear Power in New York, London, Baltimore and now Annapolis, Sever brings a unique and diverse perspective to the marina industry. Sever holds an MBA from New York University, Stern School of Business and is a licensed CPA. He and his wife are both avid runners and endurance athletes who explore the world with a thirst for challenge and adventure.

Paul Sanett – Chief Growth Officer

Paul joined Oasis from Star Harbor, the world's first immersive and fully comprehensive commercial spaceflight training facility and research and development campus. As the COO, he served as a thought partner to the CEO and second in command at the maturing aerospace startup. In this role, Paul's responsibilities included directing the day-to-day administrative, commercial and operational functions, as well as leading fund raising and investor relations. Prior to Star Harbor, Paul was SVP Sales, Marketing Growth at Hornblower Group, a global leader in world-class experiences and transportation. He was responsible for leading all aspects of revenue growth and long-term profitability (M&A sales, marketing, guest contact centers, revenue management, new product development and innovation) for their City Experiences division. Paul also has 20 years of experience in the hospitality industry working for River North Group, a boutique Private Capital firm in Chicago as well as Hilton, where he started his career as Director of Corporate Development and Senior Director Global Marketing.

Alana Tompkins – Chief Marketing Officer

Alana joined Oasis officially in July this year as she led a review of the Company's overall branding and strategy. She is a tenured agency, marketing and sales executive with a diverse skill set and a history of success, having enabled growth by developing and delivering marketing strategies, programs, custom campaigns, special events, promotions and sales strategies for companies such as Regency Pet, AOL, Google, CBS, Discovery, Centers for Medicare and Medicaid, Export Import Bank, Treasury Department, Ford, Johnson Johnson, and the National Retina Institute. She has been a driver of new business, strategic relationships, and creative performance. She learned early on the necessary leadership skills that have earned her client trust and respect. She also possesses creative talent, understands the importance of great content and testing, and works well with her creative constituents and agency partners.

Alana has worked in the digital marketing space for more than 17 years and possesses a fluent understanding of digital formats, platforms and programs that will generate the best results relevant to generating awareness, optimization, engagement, and demand generation. Her expertise with field sales, national accounts, operations, and marketing will ensure that digital strategies are properly integrated within larger marketing programs like search, social, display and email, which will allow the team to develop and execute actionable audience-based strategies across the entire boating, marina and institutional investor ecosystem of varying stakeholders

Evelyn Costa – Chief Human Resources Officer

Evelyn Costa joined Oasis in 2022 with 15 years if experience developing and executing human resource strategies in support of the overall business plan and strategic direction of the organization, specifically in the areas of succession planning, talent management, change management, organizational and performance management, training and development, and compensation.

Evelyn is experienced working in the US and LATAM markets overseeing multi-state, start-ups, privately owned organizations in the e-learning, healthcare, health and wellness and hospitality industries.

Brian Arnold – VP of Business Development

Brian has 23 years of sales, business development, customer service and operations experience. In this time, he has worked in telecommunications, real estate, hospitality management and marina business development. Brian is also a USCG licensed master, lifelong boater and loves cruising, water sports and traveling.

Nate Moyer – VP of Operations

Nate Moyer has 17 years in operations management and is obsessed with providing growth opportunities for his team and creating exceptional guest experiences. He firmly believes that attention to small details add up quickly to drive bottom-line growth while also generating top customer satisfaction. Nate is a flexible and seasoned leader who partners with corporations, municipalities and private ownership to strengthen their business and maximize their assets.

Roger Wieland – VP of Operations

Roger works alongside Nate in managing the day-to-day operations for our company. Roger is a native of New York and lives with his family in Annapolis. Roger has had a distinguished career in Operations and Strategy. He is a veteran of the Navy and a graduate of the Naval Academy in Annapolis. Most recently Roger was the marketplace manager for Workrise and transformed their go-to-market and growth strategy. Prior to Workwise, Roger spent a number of years leading project and engagement teams at Deloitte. He led multiple teams of individuals who build efficient, innovative, and transformative business processes for companies across the country. He has had a prominent career managing financial performance and has led companies in their pursuit of growing market share and business development opportunities.

Jat Talton – VP of Marina Development

Jat is a second-generation General Contractor, holds a Bachelor of Science in Construction Management from East Carolina University and has over $1.5 billion in construction management experience. Jat has design and construction knowledge of both vertical and horizontal real estate development. Collectively, Jat has overseen the design and construction of over 150 marinas across North America. Jat prides himself on adding value to all projects by protecting the Owner's investment and driving projects to completion while maintaining quality, budget, schedule and customer satisfaction.

EXHIBIT "B"

CITY OF DANIA BEACH, FLORIDA
SWORN STATEMENT UNDER §287.133(3)(A), FLORIDA STATUTES
PUBLIC ENTITY CRIMES

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Request for Proposals, City RFP No.: 23-012

2. This sworn statement is submitted by: Oasis Marina, LLC
(**PRINT** Name of entity submitting sworn statement)

its business address is: 222 Severn Ave Bldg 14-200, Annapolis, MD 21403

Federal Identification Number (FEIN) is: 46-3454235
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Paul Sanett
(**PRINT** Name of individual signing this document)

and my relationship to the entity is: Chief Growth Officer
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:

   (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

   (b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   1. __x__ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   2. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):

      A. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

B. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

C. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

_____ 7/31/23

Signature (of person whose **Printed** Name first appears above) Date

STATE OF Illinois

COUNTY OF Cook

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☑ physical presence or ☐ online notarization, on July 31st, 2023 as CEO, of Oasis Marina LLC, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Oasis Marina LLC for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced green card as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 31st day of July, 2023.

Notary Seal

Signature of Notary Public

Shannon Bryant

Printed Name of Notary Public

OFFICIAL SEAL
SHANNON BRYANT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Oct. 20, 2026

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

The undersigned Proposer has not divulged, discussed or compared his/her/its Response with any other Proposer, and has not colluded with any other Proposer or party to this Request for Proposals whatsoever.

_____
Signature of Proposer

Paul Sanett
_____
PRINT Name of Proposer

Chief Growth Officer
_____
Title

7/31/_____, 2023
Date

STATE OF Illinois

COUNTY OF Cook

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☑ physical presence or ☐ online notarization, on July 31st, 2023 as CGO, of Oasis Marina LLC, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Oasis Marina LLC for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced green card as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 31st day of July, 2023.

Notary Seal

_____
Signature of Notary Public

Shannon Bryant
_____
Printed Name of Notary Public

OFFICIAL SEAL
SHANNON BRYANT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Oct. 20, 2026

EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Paul Sanett the
(PRINT Name of Authorized Agent)

Chief Growth Officer of Oasis Marina, LLC
(Title) (Proposer Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

7/31/23
Date

Signature

EXHIBIT "E"

ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	7-27-23	Paul Sanett	Chief Growth Officer	
2	7-27-23	Paul Sanett	Chief Growth Officer	

EXHIBIT "F"

REFERENCE LIST

FIVE (5) MUNICIPALITIES FOR WHICH PROPOSER PERFORMED SIMILAR SERVICES WITHIN THE PAST THREE (3) YEARS

The following is a list of at least five (5) references from municipalities for which Proposer provided similar services to those sought in this RFP in the past three (3) years:

1. Name of Entity for which services were performed: City of Fernandina Beach, Florida Fernandina Harbor Marina
   Brief Description of Scope of Services: Full Service Marina Management and Operation
   Amount of Contract Award: Management agreement (Amount available upon request)
   Status of Contract: Under contract since 2020
   Contact Name: Tammi E. Bach, City Attorney
   Telephone Number: 904-310-3276

2. Name of Entity for which services were performed: City of Cleveland, Ohio North Coast Harbor
   Brief Description of Scope of Services: Full Service Marina Management and Operation
   Amount of Contract Award: Lease agreement (Amount available upon request)
   Status of Contract: Under contract since 2020
   Contact Name: John Hoose, Assistant Commissioner of Airport Strategy
   Telephone Number: 216-857-0050, Jhoose@clevelandairport.com

3. Name of Entity for which services were performed: City of Cambridge, Maryland Cambridge Municipal Yacht Basin
   Brief Description of Scope of Services: Full Service Marina Management and Operation
   Amount of Contract Award: Management agreement (Amount available upon request)
   Status of Contract: Under contract since 2018
   Contact Name: Tom Carroll, City Manager
   Telephone Number: 410-228-4020, tcarroll@choosecambridge.com

4. Name of Entity for which services were performed: Lorain Port and Finance Authority Port Lorain
   Brief Description of Scope of Services: Full Service Marina Management and Operation
   Amount of Contract Award: Lease Agreement (Amount available upon request)
   Status of Contract: Under contract since 2020
   Contact Name: Tom Brown
   Telephone Number: 440-204-2265

5. Name of Entity for which services were performed: City of Troy, New York Troy Downtown Marina
   Brief Description of Scope of Services: Full Service Marina Management and Operation
   Amount of Contract Award: Management Agreement (Amount available upon request)
   Status of Contract: Under contract since 2021
   Contact Name: Chris Nolin, Deputy Mayor
   Telephone Number: 518-279-7130, Chrisnolin@troyny.gov

EXHIBIT "G"

CERTIFICATION TO ACCURACY OF PROPOSAL

The Proposer, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

By submitting a response to do the work, the Proposer certifies that a careful review of the RFP has taken place and that the Proposer is fully informed and understands the requirements of the RFP and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

A. He/She is Paul Sanett, Chief Growth Officer of Oasis Marina, LLC, the Proposer that has submitted the attached Proposal;

B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;

C. All forms, affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;

D. No information that should have been included in such forms, affidavits and documents has been omitted; and

E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "G"
CERTIFICATION TO ACCURACY OF PROPOSAL
(continued)

Signature (Blue ink only)

Paul Sanett

Print Name

Chief Growth Officer

Title

7/31/23

Date

STATE OF Illinois)

COUNTY OF Cook)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☑ physical presence or ☐ online notarization, on July 31st, 2023 as C.G.O., of Oasis Marina LLC, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of Oasis Marina LLC for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced green card as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 31st day of July, 2023.

Notary Seal

OFFICIAL SEAL
SHANNON BRYANT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Oct. 20, 2026

Signature of Notary Public

Shannon Bryant

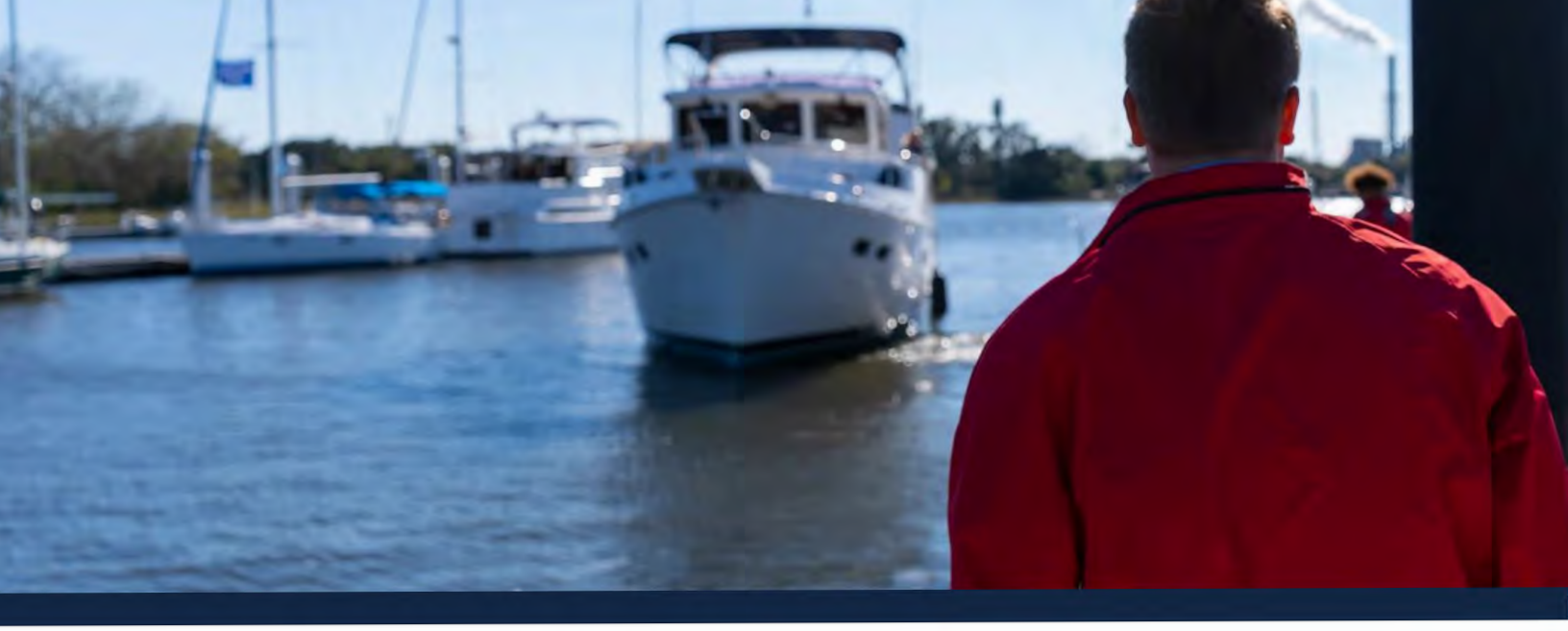
Printed Name of Notary Public

OASIS MARINAS

Agreement Review

Agreement Review

Oasis has reviewed the draft agreement. Proposer reserves the right to negotiate contract terms that are mutually agreeable to both parties after contract award based on the evaluation criteria expressed in the RFP.



Paul Sanett | Chief Growth Officer

psanett@oasismarinas.com | C: (703) 656-6926

Experience Remarkable! | www.oasismarinas.com

Brian C. Arnold | Vice President, Business Development

Brian@oasismarinas.com | C: (410) 703-4737

Experience Remarkable! | www.oasismarinas.com

Industry Partners

EXHIBIT D: ANNUAL BUDGET PROVISIONS

a. Contents of Annual Budget. The Annual Budget shall contain the following information for the upcoming Operating Year: (i) an estimate of Marina Revenue, Operating Expenses, Monthly Management Fee, Monthly Incentive Fee, Required Programs Charges, Accounting Services, Marketing Services, and IT Services, and Reimbursable Expenses, along with the key assumptions used by Oasis in deriving such estimates; (ii) an estimate of amounts to be deposited into the Reserve Fund and anticipated expenditures to be made from the Reserve Fund; (iii) an estimate of the anticipated capital expenditures in the forthcoming Operating Year; (iv) a marketing plan for the Marina; (v) a three (3) year operating projection; (vi) a three (3) year forecast for major capital expenditures; and (vii) such reasonable additional and supplemental information with respect to the operation of the Marina as shall be requested by City.

b. Initial Meeting to Discuss. Upon City's request, following delivery of the proposed Annual Budget, Oasis shall meet with City at the Marina (or such other location as they may agree, or telephonically, if agreed by City and Oasis) to answer any questions, to discuss City's suggestions regarding the Annual Budget, and to attempt to resolve any areas of disagreement pertaining to the Annual Budget.

c. Written Objections. Within the later of (i) fifteen (15) days after meeting with Oasis or (ii) thirty (30) days after receipt of the proposed Annual Budget from Oasis, City shall provide Oasis with any objections to such proposed Annual Budget in writing, in reasonable detail (including the specific items to which City's objects and the reasons for such objections), along with City's proposed changes to the Annual Budget. City shall be deemed to have approved that portion of any proposed Annual Budget to which City has not responded to within such time period. If City has provided written objections to the Annual Budget, City and Oasis shall again meet at the Marina (or at such other location as they may agree, or telephonically if agreed by City and Oasis) to discuss any written objections made by City. Oasis and City will endeavor in good faith to resolve City's objections. Oasis shall, if appropriate, submit revisions to the proposed Annual Budget for City's review. The Parties shall use commercially reasonable efforts to reach an agreement upon the Annual Budget prior to the date that the Marina opens to the public under Oasis' management pursuant to this Agreement, with respect to the first Annual Budget, or prior to January 1 of each year, with respect to each Annual Budget thereafter. If Oasis and City have not been able to agree upon an approved Annual Budget by January 1 of the year to which the proposed Annual Budget pertains, then Oasis shall operate the Marina (a) in accordance with those aspects of the proposed Annual Budget that were not objected to by City, and (b) for those areas for which there is an objection, in accordance with the actual expenses for the prior year, subject to the increase in CPI over the prior year.

d. Withholding Approval. City shall not have the right to withhold its approval with respect to the following aspects of the Annual Budget: (i) Oasis' projections of Marina Revenue; (ii) the following costs over which Oasis has no control: taxes, insurance premiums, utility rates, legal requirements; (iii) employee wages, compensation, and benefit programs to the extent applied on a system-wide basis to other marinas operated by Oasis, taking into account fluctuation for local market conditions; (iv) Required Programs Charges; and (v) costs and expenses required to maintain the Oasis Standards.

EXHIBIT E: ANNUAL BUDGET PROVISIONS

Accounting Support Services include the following:

1. Full cycle accounting:
   - Reconciliations of all Balance Sheet accounts, including bank accounts
   - Reconciliation of debt facility activity
   - Posting of all transactional activity from
   - Posting of all month-end cut off, deferral and accrual activity
   - Posting of all capitalizations, disposals, depreciation, and other asset activity
   - Reconciliation of inventory, maintenance of inventory items if applicable
2. Accounts Receivable
   - Invoicing
   - Collections management
   - Account Deposits
   - Deferred revenue contract mgmt. and accounting
3. Accounts Payable management:
   - Sourcing, negotiating, onboarding and maintaining vendor relationships – done at Oasis' scale of purchasing power
   - Payment of vendor bills
   - 1099 filings
4. Tax compliance:
   - Filing all Sales Tax Reporting
   - Assistant as needed with registrations
5. Manage accounting systems:
   - Marina Operations and Points of Sale
   - Transient Reservation Platform
   - Accounting and Bookkeeping platform
   - Payroll and HRM system
   - Procurement, Vendor and Expense Management System
   - System maintenance and version control
6. Financial Statements Prepared
   - On or about the tenth (10th) business day of each month
   - Compared to the month immediately preceding
   - Statements (GAAP Basis)
     a. Balance sheet
     b. Income statement
     c. Cash flows.
7. Forecast and annual budget.

Any additional services requested that are not included above will be charged on an hourly basis at a rate of $150.00 per hour.

EXHIBIT F: MARKETING SERVICES

Marketing Services include the following:

- Ongoing website maintenance (hosting management, content updates)
- Search Engine Optimization management and monitoring
- Pay Per Click Advertising management and monitoring
- Organic Social Media boost (4 posts per month per channel)
- Blog posts - 2/mo.
- Inbound Marketing - 4 email campaigns
- Direct Mail - 2 campaigns
- Day to day account management – up to 10 hours per month

Services exclude third-party costs, creative services, production costs and advertising spend which will be budgeted and billed as Operating Expenses. Any additional marketing services that are requested by Owner or are necessary and that are not included above will be charged as set forth on the then-current menu of prices for marketing services as published by Oasis from time to time.

City of Dania Beach
Parks & Recreation Memorandum

DATE: 1/9/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Cassi Waren, CPRP, Deputy Director of Parks and Recreation

SUBJECT: Waiving the competitive bidding and authorizing to obtain equipment rentals and services from Herc Rentals, Inc. utilizing the City of Charloette, North Carolina's contract award under Request for Proposal No. 269-2018-047 and to exceed the annual vendor threshold amount of Fifty-Thousand Dollars ($50,000.00) in a single fiscal year.

Request:
The Parks and Recreation Department is requesting the adoption of a resolution waiving the competitive bidding and authorizing to obtain equipment rentals and services from Herc Rentals, Inc. utilizing the City of Charloette, North Carolina's contract award under Request for Proposal No. 269-2018-047 and to exceed the annual vendor threshold amount of Fifty-Thousand Dollars ($50,000.00) in a single fiscal year.

Background:
The Department of Parks and Recreation rents electrical equipment and light towers for events throughout the fiscal year. These rentals can include but are not limited to,
generators, spider boxes, electrical cords, light towers and other electrical/lighting items for each event to support the power and lighting needs of the events.

The Department has rented equipment from Herc Rentals, Inc. and is pleased with the condition of the equipment and quality of service provided. The City wishes to utilize the City of Charlotte, NC's RFP #269-2018-047 and agreement for Equipment Rentals and Related
Products and Services with Herc Rentals, Inc. to obtain competitive pricing for the services.

The cost of these services will exceed the annual vendor threshold amount of Fifty Thousand Dollars ($50,000) City in a single fiscal year and therefore, City Commission authorization is needed.

Budgetary Impact
Funding for these services are budgeted for in the Special Events Account Number 001-72-09-574-48-10 - Promotional Activities General

Recommendation

It is recommended that the City Commission adopt the resolution waiving the competitive bidding and authorizing to obtain equipment rentals and services from Herc Rentals, Inc. utilizing the City of Charloette, North Carolina's contract award under Request for Proposal No. 269-2018-047 and to exceed the annual vendor threshold amount of Fifty-Thousand Dollars ($50,000.00) in a single fiscal year.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, WAIVING COMPETITIVE BIDDING AND AUTHORIZING TO OBTAIN EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES FROM HERC RENTALS, INC., UTILIZING THE CITY OF CHARLOTTE, NORTH CAROLINA'S CONTRACT AWARD UNDER REQUEST FOR PROPOSAL NO. 269-2018-047 AND TO EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00) IN A SINGLE FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if she is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Fifty Thousand Dollars ($50,000.00) for a vendor each fiscal year; and

WHEREAS, the Parks and Recreation Department rents electrical equipment and light towers for Dania After Dark and other events (the "Services"); and

WHEREAS, the Department has rented equipment from Herc Rentals, Inc. (the "Vendor") and is pleased with the condition of equipment and quality of service provided, and

WHEREAS, the City wishes to utilize the City of Charlotte, North Carolina Agreement with the Vendor under RFP No. 269-2018-047 for Equipment Rentals and Related Products and Services to obtain competitive pricing for the Services; and

WHEREAS, the cost of the Services will exceed the annual vendor threshold amount of Fifty Thousand Dollars ($50,000.00) in a single fiscal year and therefore, City Commission authorization is needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the proper City Officials to execute an Agreement which is attached as Exhibit "A" and incorporated into this Resolution by this reference, with the Vendor for the Services using the City of Charlotte, North Carolina Agreement with the Vendor under RFP No. 269-2018-047 for Equipment Rentals and Related Products and Services to obtain competitive pricing for the Services.

Section 3. That all City Departments may use this Agreement for the procurement of equipment rental and other services under the City of Charlotte, NC pricing schedule.

Section 4. That the City is authorized to exceed the annual Fifty Thousand Dollars ($50,000.00) purchase threshold for a single vendor for fiscal year 2023/24 and for all subsequent fiscal years that the Agreement is in place.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS,
CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND HERC RENTALS INC., TO PROVIDE EQUIPMENT RENTAL SERVICES UNDER THE CITY OF CHARLOTTE, NORTH CAROLINA REQUEST FOR PROPOSALS NO. 269-2018-047 ENTITLED "EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES".

This is an Agreement ("Agreement") dated _____, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Herc Rentals, Inc., a foreign corporation registered to conduct business in Florida, ("Contractor"), with its Florida mailing address of 27500 Riverview Center Boulevard, Bonita Springs, Florida 34134.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. The current Agreement issued under RFP No. 269-2018-047 between the City of Charlotte, North Carolina and the Contractor, a copy of which is attached as Exhibit "A" and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Contractor.

2. Any insurance policy required pursuant to Exhibit A, Section 34, would name the City of Dania Beach under this piggyback. A copy of the insurance certificate shall be provided to the City of Dania Beach upon execution of this piggyback agreement.

3. The Pricing Sheet for equipment rental, a copy of which is attached as Exhibit "B" and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Contractor.

4. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV, MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

_____
EVE A. BOUTSIS, CITY ATTORNEY

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:
HERC RENTALS, INC., a foreign corporation, registered to conduct business in Florida.

WITNESSES:

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024, by _____, as _____ of Herc Rentals, Inc., a foreign corporation registered to conduct business in Florida, who is personally known to me or has produced _____ _____as identification.

_____
NOTARY PUBLIC
State of Florida

My Commission Expires:

COMPETITIVE SOLICITATION

BY CITY OF CHARLOTTE, NORTH CAROLINA

FOR

EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #269-2018-047

May 22, 2018

REQUEST FOR PROPOSALS
RFP # 269-2018-047

Equipment Rentals and Related Products and Services

May 22, 2018

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein "City" or "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is now accepting Proposals for Equipment Rentals and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **June 6th, 2018, at 1:00 p.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5483. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at kewing@charlottenc.gov.

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **JUNE 26, 2018 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and two (2) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Karen Ewing
[Name of Company Submitting Proposal]
Rental Equipment Products & Services
RFP # 269-2018-047

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
RFP Project File

Checklist for submitting a Proposal:

Step 1- Read the document fully.

Step 2- If you plan on submitting a Proposal then fax **Form 1 in Section 6** to the number listed on the sheet.

Steps 3- If you have any questions send them before the deadline listed in **Section 3.3**.

If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.

Proposal Copies - Please provide the specified number for each format

- ☐ 2 Copies marked "Original" in a sealed, non-transparent envelope that includes the Company name, the RFP number, and identification of the equipment, supply, and/or Services for which the Proposal is submitted.
- ☐ 2 Copies on flash drive.

Proposal Format - Proposals should be formatted as follows:

Included (Check)	Requirements
	Cover Letter (per Section 5.1.1)
	Executive Summary (per Section 5.1.2)
	Addenda Acknowledgement Form (Section 6, Form 2)
	Proposal Submission Form (Section 6, Form 3)
	Attachment 1 containing: Fixed Percentage Discounts / Additional Charges / Market Basket / Lease Pricing / Purchase Option Pricing
	MWSBE Participation Plan (Section 6, Form 5)
	Company's Background Response) Section 6, Form 6)
	References (Section 6, Form 7)
	Non-Discrimination Provision (Section 6, Form 8)
	Certification Regarding Debarment (Section 6, Form 9)
	U.S. Communities Worksheet for National Program Consideration (Section 7)
	U. S. Communities Supplier Information (Section 7)
	U. S. Communities Administration Agreement – Signed, unaltered (Section 7)
	Exceptions to any part of the RFP (If you take any exceptions to anything in this document, please list it in a category in your Proposal called "Exceptions" and offer an alternative solution).

The above items constitute all that must be included in the Proposal. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 34.

It is the Company's responsibility to check www.ips.state.nc.us or http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx for any addenda or changes to this Project. Search for RFP # 269-2018-047 to find if any documents or changes have been posted.

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1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS

1.1 MASTER AGREEMENT

The City of Charlotte, NC (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Equipment Rentals and Related Products and Services (herein "Products and Services").

1.2 OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are expected to propose the broadest possible selection of Rental Equipment that they offer commercially. The intent of this solicitation is to provide Participating Public Agencies with turnkey solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following categories:

1) **Construction Equipment – Heavy, Medium, and Light Equipment**
2) **Arial Lifts and Scaffold**
3) **Earth Moving Equipment**
4) **Electrical Tools, Power Equipment, and General Construction Tools**
5) **Material Handling Equipment**
6) **Facility Maintenance and Cleaning Equipment**
7) **HVAC Equipment**
8) **Pumps**
9) **Generators**
10) **Snow Removal Equipment**

11) **Safety Equipment**

12) **Portable Sign Boards**

13) **Portable Traffic Signals and Road Barricades**

14) Refuse Trucks

15) **Services -** The complete listing of Services available from the Supplier such as, but not limited to, delivery and installation, repair and/or maintenance, equipment training programs, safety training programs, removal, and any other related Services to provide customer support.

16) **Purchase Option –** the resulting contract should include options for Participating Public Agencies who may wish to purchase equipment, either new or used.

17) **Leasing Option-** the resulting contract should include options for Participating Public Agencies who may wish to lease equipment. These options may include lease only and/or lease to purchase. Financing may be offered.

1.4 U.S. COMMUNITIES BACKGROUND

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

1.4.1 National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

1.4.2 Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL
Beaverton School District, OR
City and County of Denver, CO
City of Charlotte, NC
City of Chicago, IL
City of El Paso, TX
City of Houston, TX
City of Kansas City, MO
City of Los Angeles, CA
City of Ocean City, NJ
City of Seattle, WA
Cobb County, GA
Denver Public Schools, CO
Emory University, GA
Fairfax County, VA
Fresno Unified School District, CA
Great Valley School District, PA
Harford County Public Schools, MD
Hennepin County, MN
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
North Carolina State University, NC
Onondaga County, NY
Port of Portland, OR
Prince William County Schools, VA
San Diego Unified School District, CA
State of Iowa, IA
State of Louisiana, LA
The Ohio State University, OH
The School District of Collier County

1.4.3 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities Contracts and suppliers to procure over $2.0 Billion Dollars in Products and Services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, Contractual disputes, invoicing, and payment.

City of Charlotte, North Carolina is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 8.

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of Products

required to be purchased under the proposed Master Agreement, City of Charlotte and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than $160 Million Dollars of Products and Services from existing U.S. Communities Contracts.

1.4.5 Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

1.4.6 Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. The City of Charlotte reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Charlotte and Participating Public Agencies as a result of this solicitation.

1.4.7 Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a Contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1.4.8 Format of Proposals

Respondents should provide their response in a single document that includes page numbers so evaluators can easily reference sections of the response. Information should be organized in the same way as the RFP is structured, meaning each question in the RFP should be shown directly followed by the proposer's response.

SUPPLIER QUALIFICATIONS

1.5 SUPPLIERS

1.5.1 Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, and Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary Contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's Contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities

program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

(viii) Where Supplier has an existing Contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing Contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's Contracts offering lower prices.

(A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative Contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a Contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing

under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate Proposals and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other Contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product listings, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive Contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities

shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

1.6 U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities Contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (included in Section Seven) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	**One Week**
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
2. Executed Legal Documents	**One Week**
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
3. Program Contact Requirements	**One Week**
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
4. Second Conference Call	**Two Weeks**
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
5. Marketing Kick Off Call	**Two Weeks**
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
6. Initial NAM & Staff Training Meetings	**Three Weeks**
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	**Four Weeks**
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	**Five Weeks**
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
9. Web Development	
Initiate E-Commerce Conversation	**Two Weeks**
Product Upload to U.S. Communities site	**Five Weeks**
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	**Five Weeks**
Initial remote WebEx training for all sales - Coordinate with NAM	**Three Weeks**
Initiate contact with Advisory Board (AB) members	**Six Weeks**
Determine PM & Local Metro teams strategy sessions	**Six Weeks**
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact	**Eight Weeks**
12. Agency Webinars	**Post Launch**

2. INTRODUCTION

2.1 Objective

The objective of this RFP is to solicit Proposals that will enable the City and Participating Public Agencies ("PPAs") to determine which Company and Proposed Solution will best meet the City's needs for providing the Products and Services as requested in this RFP.

2.2 Definitions

As used in this RFP, the following terms shall have the meanings set forth below:

Acceptance:	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
Affiliates:	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
Biodegradable:	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
Charlotte Business Inclusion (CBI):	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
Charlotte Combined Statistical Area (CSA):	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
Company:	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
Company Project Manager:	Refers to a specified Company employee representing the best interests of the Company for this Project.
Contract:	Refers to a written agreement executed by the City and Company for all or part of the Services.
Deliverables:	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
Documentation:	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.

Environmentally Preferable Products:	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Evaluation Committee:	Refers to a City and U.S. Communities appointed Committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City and Participating Public Agencies.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina
Master Agreement:	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
Minority Business Enterprise/MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
MWSBE Goal:	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
Post-Consumer Recycled Material:	Refers to material and by-Products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials

	and by-Products generated from, and commonly reused within, an original manufacturing process.
Products:	Refers to all Products that the Company agrees to provide to the City as part of its Proposal.
Proposal:	Refers to the proposal submitted by a Company for the Products and Services as outlined in this RFP.
Recyclability:	Refers to Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For Products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
Recycled Material:	Refers to material and by-Products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
Services:	Refers to the Equipment Rentals and Related Products and Services as requested in this RFP.
Small Business Enterprise/SBE:	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
Specifications and Requirements:	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
Subcontracting Goals:	Refers to the SBE, MBE, WBE, and MWSBE Goals established by the City for an RFP and resulting Contract.
Women Business Enterprise (WBE):	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.
Work Product:	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

2.3 Accuracy of RFP and Related Documents

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in this RFP Section 3.3.

2.4 City's Rights and Options

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

2.4.1 To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;

2.4.2 To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;

2.4.3 To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;

2.4.4 To waive any defect or irregularity in any Proposal received;

2.4.5 To reject any or all Proposals;

2.4.6 To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;

2.4.7 To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;

2.4.8 To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and

2.4.9 To terminate discussions and negotiations with any Company at any time and for any reason.

2.5 Expense of Submittal Preparation

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

2.6 Proposal Conditions

The following terms are applicable to this RFP and the Company's Proposal.

2.6.1 RFP Not An Offer

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

2.6.2 Trade Secrets and Personal Identification Information /Confidentiality
Upon receipt at the Procurement Management Division, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personal identification information" protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers ("Personal Identification Information" or "PII"). After the Proposal due date, the Evaluation Committee, other City staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152 et seq.. If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified in accordance with this Section 2.6.2.

Any Trade Secrets or PII submitted by a Company must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either "Personal Identification Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Furthermore, each Company agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a trade secret. The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

2.6.3 Amendments to RFP
If the City amends this RFP, addenda will be posted to the IPS and Charlotte NC websites at www.ips.state.nc.us, and http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx RFP# 269-2018-047. Companies are required to acknowledge receipt of each

addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

2.6.4 Proposal Terms Firm and Irreversible
The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

2.6.5 Proposal Binding for 180 Days
Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

2.6.6 Charlotte Business INClusion Program
Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

Companies responding to this RFQ are required to provide an MWSBE Participation Plan (Section 6, Form 5), describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

This Project has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be $800,000 annually: The total work performed by MWSBEs in the aggregate.

You are highly encouraged to consider any and all possibilities for MWSBE participation. A complete list of City certified SBEs and City registered MWBEs is available at www.charlottebusinessinclusion.com. Please note, when identifying MBEs for inclusion towards the established MBE Goal, only HUB certified **Aggregate MWSBE Goal 10%**: The total work performed by MWSBEs in the aggregate.

2.6.7 Subcontracting
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

2.6.8 Equal Opportunity
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and Services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

2.6.9 Use of City's Name.
No advertising, sales promotion or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

2.6.10 Withdrawal for Modification of Proposals
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal**." No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

2.6.11 No Bribery
In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

2.6.12 Exceptions to the RFP
Other than exceptions that are stated in compliance with this Section and Section 5.1.5, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition,

specification, or requirement in the manner specified in the RFP including the Sample Contract language included as Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

2.6.13 Fair Trade Certifications
By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

2.6.14 Companies' Obligation to Fully Inform Themselves
Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company's own risk.

2.6.15 Environmentally Preferable Purchasing
The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring Products or Services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Post-Consumer Recycled Material	Biodegradability

Companies able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

3 PROCUREMENT PROCESS

This Section 3 contains information about the procurement process for this Project.

3.1 Schedule and Process

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
May 22, 2018	*Issuance of RFP*. The City issues this RFP.
June 1, 2018	*Request for Proposals Acknowledgement.* Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax number listed in Section 3.3.
June 1, 2018	*Submission of Written Questions Prior to Pre-Proposal Conference.* Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 3.3 by 5:00 p.m.
June 6, 2018	*Non-Mandatory Pre-Proposal Conference* to be held at the location indicated in Section 3.4 at 1:00 p.m.
June 8, 2018	*Submission of Written Questions After the Pre-Proposal Conference.* Questions are due by 5:00 p.m.
June 26, 2018	*Proposal Submission.* Proposals are due by 2:00 p.m. at the Procurement Management Division, CMGC 9th Floor.
July 24-26, 2018	*Evaluation.* The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
September 10, 2018	*Contract Award by Charlotte City Council.*
January 1, 2019	*Services commence.* Company begins providing the Services.

3.2 Intent to Propose

Please acknowledge receipt of this RFP via facsimile by **June 1, 2018** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Fax or email a copy of the completed and signed form to the number or email address listed in paragraph 3.3 below, Attention: Karen Ewing. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

3.3 Interpretations and Addenda

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted questions, Companies should refrain from contacting City staff prior to the Proposal Due Date. The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.

Karen Ewing, Deputy Chief Procurement Officer
City of Charlotte
Procurement Management
600 East 4th Street, CMGC 9th Floor
Charlotte, NC 28202
RFP # 269-2018-047
Fax: 704-632-8254
E-mail: kewing@charlottenc.gov

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **5:00 p.m. on June 1, 2018**.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 3.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Service Provider questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at www.ips.state.nc.us, and http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx, RFP# 269-2018-047. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

3.4 Pre-Proposal Conference

A Non-Mandatory Pre-Proposal Conference will be conducted on **June 6, 2018, at 1:00 p.m**. The meeting will be held at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 2nd Floor Conference Room #280 or via teleconference at 704-432-5483.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Karen Ewing in advance of the conference date and time identifying the special accommodations required.

3.5 Submission of Proposals

Proposals must be in the format specified in Section 5 of this RFP. Two (2) electronic copy on individual flash drives in a searchable format such as MS Word or Adobe Acrobat and two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 3.3 above by **JUNE 26, 2018 on or before <u>but no later than</u> 2:00 p.m.** The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will <u>not</u> be accepted.**

Due to security measures at the Charlotte-Mecklenburg Government Center (CMGC), your sealed boxes, including any portions marked as Confidential/Trade Secret, may be searched and thoroughly inspected prior to

admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.

Do not arrive at the Charlotte-Mecklenburg Government Center on the Proposal due date for the purposes of reviewing your competitors' Proposals. **The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.** All Proposals will be time-stamped upon receipt and held in a secure place until opening.

3.6 Correction of Errors

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

3.7 Evaluation

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

3.8 Proposal Evaluation Criteria

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Products and Services as requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City taking into consideration as a minimum response, but not limited to the following criteria:

1. Adherence to all requirements of this RFP.
2. Relevant Qualifications and Experience.

3. National/Corporate Support (including response to all U.S. Communities requirements and inclusion of signed, unaltered Administration Agreement).
4. Range and quality of Products and Services offerings including technological advances, and value added related Services.
5. Proposed Approach and Proposed Solution (including lease/purchase options).
6. Pricing.
7. Financial Qualifications.
8. MWBE, and other factors specified in this Request for Proposals.
9. References.

3.9 Qualifications and Experience

Companies will be evaluated on the background and experience information provided in Section 6, Form 6, and Section 7, Company Worksheet and Company Information for National Program Consideration.

3.10 National/Corporate Support

Companies will be evaluated based on their completed supplier qualifications, company history, national company capabilities and responses to all U.S. Communities requirements included in the RFP.

3.11 Product and Services Offering

Proposals will be evaluated on the selection of Rental Equipment and Services they offer to the City and Participating Public Agencies with turnkey solutions to meet the various needs of all agencies.

3.12 Project Approach / Proposed Solution

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

3.13 Pricing

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services.

3.14 MWSBE Subcontractor Utilization

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MWSBE certification and/or MWSBE subcontracting inclusion efforts. To count towards a Department MWSBE Goal, MWSBE certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City certified SBE; and/or
- Be designated as a City registered MBE or WBE

This Project has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be $800,000 annually. MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 3.

3.15 Acceptance of the Terms of the Contract

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 2.6.12 and 5.1.5 of this RFP.

3.16 Contract Award by City Council

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Charlotte City Council for final approval of award. If approved by the Council, the Procurement Management Division will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

3.17 Vendor Inclusion

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

http://charlottenc.gov/vendors

4 SCOPE OF SERVICES

4.1 General Scope

The intent of this RFP is to award a Contract(s) to one or more Companies offering and demonstrating the best overall solution that meets or exceeds the requirements of this RFP and future various Rental Equipment and Services needs of the City and Participating Public Agencies.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Proposer agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency). The Proposer agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.2 Product Standards and Service Level Requirements

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

4.2.1 Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the Participating Public Agency during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.

4.2.2 At the time the Participating Public Agency takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a Participating Public Agency without the signed receipt of acceptance of the equipment.

4.2.3 The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.

4.2.4 At the time of any rental of equipment under the terms of the resulting Contract, Participating Public Agency representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. Participating Public Agency representatives accepting equipment will not be authorized to obligate or bind the respective

agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

4.3 Optional Lease and/or Purchase of Equipment

Proposals may include options for the lease and/or purchase of a variety of types of equipment. Lease offerings may include lease only and/or lease with the option to purchase. Purchase of equipment may include new or used equipment and any financing options that may be offered by the Company to a PPA.

4.3.1 Leased equipment: Any equipment leased shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments shall be in place and functioning per the manufacturer's design.

Supplier will not be responsible for maintenance or routine repairs. At the time the PPA takes possession of the equipment, the supplier shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The supplier and the PPA will review the equipment condition at point of delivery as well as point of return. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

4.3.2 Lease or Purchase of New Equipment: All lease or purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacture's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

4.3.3 Lease or Purchase of Used Equipment: All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the Participating Public Agency making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

4.4 Pricing

Proposers must submit a fixed percentage discount off the Company's most current published price list, or other objectively verifiable index, for all Products and Services offered by the Company. The discount percentages offered will apply to the entire Products line (all brands) for each category listed in **Attachment 1 – Discount by Category (first tab)**. Multiple discount levels on various brands or pieces of equipment are acceptable as long as they are clearly noted in the response. Discounts shall be firm for the life of the Contract.

1. All published price lists or other verifiable index must be identified and a copy provided to the City within 24 hours upon request.

2. Pricing sheets must be submitted in **Excel format** on a flash drive. To obtain an electronic copy of the Pricing sheets (Discounts, Additional Charges, and Market Basket) please email Karen Ewing at kewing@charlottenc.gov. A hard copy of the pricing sheets must also be submitted with the "Original" copy of the Proposal response. Companies shall not alter or revise the Attachments provided by the City in Excel formal. **Doing so may result in your proposal being deemed non-responsive.**

4.4.1 **Rental:** Companies must submit a discount by category from published/book rate in **Attachment 1- Discount by Category (first tab)**. Proposers should, also, provide their published rates for rental equipment on a daily, weekly and monthly basis. Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount.

4.4.2 **Volume Discounts**: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included in **Attachment 1 – Discount by Category (first tab).**

4.4.3 **National Market Basket**
For price comparison purposes and verification of discounts offered, Proposals must include unit prices for all items provided as **Attachment 1 – National Market Basket (third tab).** Companies should not consider the Attachment as "core" or high volume items and quantities provided are for evaluation purposes only. Quantities show in the National Market Basket are estimates only and are not guaranteed.

4.4.4 **Lease:** Equipment shall be provided on a monthly basis for a specified term. The Company shall state the various terms (6 month, 12 month, 18 month, 24 month, 36 month, 48 month, etc.) available to PPA and the associated monthly rates. Supplier shall also include in its proposal the costs for PPA's seeking a lease to purchase option. The lease pricing structure and format shall be left up to the proposing Company to determine, but must be clearly defined and included on **Attachment 1 – Lease Pricing (fourth tab).**

4.4.5 **Purchase:** Supplier shall provide a discount off of a catalog, published retail list or manufacturer's list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab).**

4.4.6 **Rebates:** Please include any rebates offered to Lead Public Agency and Participating Public Agencies.

4.4.7 **Additional Fees**
Proposals must include prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:

1. Company must specify all delivery, setup, pickup and related fees.
2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

4.5 Price Adjustments.
All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019). Companies may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All

requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.6 Environmental Purchasing Requirements

Each Manufacturer must provide documentation of their respective company's environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.7 New Products and Services

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.8 Emergency Response

Proposal responses must outline their Emergency Response Procedure in case of a natural disaster or emergency situation. Participating Public Agencies may need to rent, lease or purchase equipment during or just after any emergency situation and it is important to provide a detailed outline of the process that clearly states any varied rates in the event of an emergency or natural disaster.

4.9 Training

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

4.10 Installation

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

4.11 Safety

All Companies and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.12 Warranty

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date.
3. Life expectancy of equipment under normal use.

4. Detailed information as to proposed return policy on all equipment.

4.13 Delivery

Company will be responsible for the delivery, setup and pickup of all equipment at no additional charge to the City or Participating Public Agencies. Timely delivery is important to the City and Participating Public Agencies. The Proposal must include the Company's capabilities to deliver as needed and their willingness to work with each PPA to assure their individual requirements are met.

4.14 Optional Work

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Reports

Successful Companies must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.16 References

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.17 Prevailing Wages

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

5 PROPOSAL CONTENT AND FORMAT

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described in the Checklist included at the front of this RFP (page i).

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3-ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials must be submitted in a format that allows for easy removal and recycling.

Proposals must also include two (2) flash drives including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

5.1.1 Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

5.1.2 Executive Summary

The Company shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal, which make it superior or unique.

5.1.3 Required Forms

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms included in Section 6, and Attachment 1.

5.1.4 U.S. Communities Requirements

To be deemed responsive to this RFP, Companies must complete, in detail, all requested information in Section 7.

5.1.5 Exceptions to the RFP

Exceptions must be submitted in accordance with Section 2.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

REQUIRED FORM 1 - RFP ACKNOWLEDGEMENT

Request For Proposal # 269-2018-047

Equipment Rentals and Related Products and Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2018-047, Equipment Rentals and Related Products and Services. This form should be completed upon receipt of the City's Request for Proposals and faxed in time for the City to receive it by or before **June 1, 2018**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please fax or email the completed Request for Proposals Acknowledgement Form to the attention of:

Karen Ewing
Deputy Chief Procurement Officer
Procurement Management
Fax: 704.632.8254
Email: kewing@charlottenc.gov

Date: _____

Authorized Signature:_____

Title:_____

Company Name:_____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal

Indicate number of attendees: _____

_____We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal

Reason:_____

_____We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal

Reason:_____

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-2018-047

Equipment Rentals and Related Products and Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx.

ADDENDUM #:	DATE ADDENDUM DOWNLOADED:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

_____ _____
(Please Print Name) Date

_____
Authorized Signature

_____
Title

_____
Company Name

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-2018-047
Equipment Rentals and Related Products and Services

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

_____

City/State/Zip: _____

Email address: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and Companies; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Proposer on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such bid.
4. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer

discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
6. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

___ Include exceptions to the sample contract in the following section of my Proposal:_____

___ Not include any exceptions to the Sample Terms.

Representative (signed): _____

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 269-2018-047
Equipment Rentals and Related Products and Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP and in compliance with Section 4.4. Pricing. Cost must be in United States dollars rounded to the nearest quarter of a dollar.

Refer to Section 4.4 and Attachment 1

Attachment 1 must be completed to include:

Tab 1: Discounts by Category
Tab 2: Additional Charges
Tab 3: Market Basket
Tab 4: Lease Pricing
Tab 5: Purchase Option Pricing

Proposal must include electronic copies (on two separate flash drives) of the Company's entire proposal, including Attachment 1, all required forms, and a verifiable published price list (refer to Section 4.4) which is widely distributed to the marketplace, or other product literature which describes all the products being offered and.

A hard copy of the pricing sheets must also be submitted with the two (2) required "Original" copies of the Proposal response. Companies shall not alter or revise the Attachments provided by the City in Excel formal. **Doing so may result in your proposal being deemed non-responsive.**

REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN

RFP # 269-2018-047
Equipment Rentals and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be $800,000 annually.**

A list of current registered and certified MWSBEs can be found at: www.charlottebusinessinclusion.com.

Please indicate if **your company** is any of the following:

____ MBE ____WBE ____SBE

List Information for Each MWSBE to be Utilized on this Project: ***Copy this form as needed to list all MWSBEs.***	
Firm Name	
Work to be Performed	
Dollar Amount	
Firm Name	
Work to be Performed	
Dollar Amount	
Firm Name	
Work to be Performed	

Dollar Amount	
Firm Name	
Work to be Performed	
Dollar Amount	
Firm Name	
Work to be Performed	
Dollar Amount	

Company Name: _____

Representative (signed): _____

_____ _____
Date Representative Name

REQUIRED FORM 6 – COMPANY'S BACKGROUND RESPONSE

RFP # 269-2018-047
Equipment Rentals and Related Products and Services

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company's legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 4?	
List any projects or Services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's Products or Services. Include how long the partnership or certification has been effect.	
Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	

Required form 7 – References
RFP # 269-2018-047
Equipment Rentals and Related Products and Services

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar Services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

Reference 1	
Company Name	
Contact Name	
Phone Number	
Reference 2	
Company Name	
Contact Name	
Phone Number	
Reference 3	
Company Name	
Contact Name	
Phone Number	
Reference 4	
Company Name	
Contact Name	
Phone Number	
Reference 5	
Company Name	
Contact Name	
Phone Number	

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION

RFP #269-2018-047 Equipment Rentals and Related Products and Services

All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

REQUIRED FORM 9 – DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

☐ **Option 1: I certify to all of the above statements.**

COMPANY NAME: _____

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

☐ **Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

COMPANY NAME: _____

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

COMPANY WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____

B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:
_____ Sales between $0 and $25,000,000
_____ Sales between $25,000,001 and $50,000,000
_____ Sales between $50,000,001 and $100,000,000
_____ Sales greater than $100,000,001

E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES____ NO____

F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____

G. Will your company commit to the implementation schedule in Section 1?
YES____ NO____

H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES____ NO_____

_____
Submitted by:

_____ _____
(Printed Name) *(Signature)*

_____ _____
(Title) *(Date)*

SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Section 1.5.

Company Overview

1. Provide the total number and location of sales persons employed by your company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

3. Explain how your company will educate its sales force about the Master Agreement.

4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	**2015 Sales**	**2016 Sales**	**2017 Sales**
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	**2015 Sales**	**2016 Sales**	**2017 Sales**
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

6. Provide a list of your company's ten largest public agency customers, including contact information.

7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

2. In what formats do you accept orders (telephone, ecommerce, etc.)?

3. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

4. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

5. Describe how your company proposes to distribute the Products and Services nationwide.

6. Identify all other companies that will be involved in processing, handling or shipping the Products and Services to the end user.

7. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).

8. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

9. Describe your company's ecommerce capabilities:

    a. Include details about your company's ability to create punch out sites and accept orders electronically.

    b. Provide detail on your company's ability to integrate with a pubic agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

10. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

    a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.

    b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

<u>Marketing and Sales</u>

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

3. Provide an organizational chart of your company.

4. Submit a bio for each of the below personnel:

   a. The person your company proposes to serve as the National Accounts Manager;

   b. Each person that will have primary responsibility for U.S. Communities account management; and

c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of how your offering meets the requirements set forth in Section Four of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.

2. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.

4. Please describe any emergency response programs or services you offer to Public Agencies.

5. Please describe any fleet management programs or products you offer to Public Agencies.

Environmental

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.

2. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

3. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

1. Submit your latest Dun & Bradstreet report.

2. Please include an audited income statement and balance sheet from the most recent reporting period.

Additional Information

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

RECITALS

WHEREAS, _____("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights,

privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States

Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or

requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads

identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Pub
made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public

Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

(i) Supplier's Product Number
(ii) Product Description
(iii) Manufacturer Name
(iv) Manufacturer Number
(v) Unit of Measure
(vi) U.S. Communities Price
(vii) Number of times ordered
(viii) Units sold
(ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities
9711 Washingtonian Blvd. Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier: _____
_____
_____
_____
Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct,

and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

_____

By _____

Name: _____

Title: _____

ATTACHMENT A

MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template

TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2015	3	1	212.00

SALES REPORT DATA FORMAT

Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Yes	Text	25 max	Depends on supplier account no.	
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no $ sign or commas

Agency Type Table

Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

U.S. COMMUNITIES ADDITIONAL PROVISIONS

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.

2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.

5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public

Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.

8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.

9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

All 50 states in the United States of America:

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Agency Name	State
Malama Honua Public Charter School	HI
ST JOHN THE BAPTIST	HI
Waimanalo Elementary and Intermediate School	HI
Kailua High School	HI
PACIFIC BUDDHIST ACADEMY	HI
HAWAII TECHNOLOGY ACADEMY	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI
MARYKNOLL SCHOOL	HI
ISLAND SCHOOL	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI
KE KULA O S. M. KAMAKAU	HI
KAMEHAMEHA SCHOOLS	HI
HANAHAU`OLI SCHOOL	HI
KIHEI CHARTER SCHOOL	HI
EMMANUAL LUTHERAN SCHOOL	HI
KONA PACIFIC PUBLIC CHARTER SCHOOL	HI
School Lunch Program	HI
Ewa Makai Middle School	HI
Variety School of Hawaii	HI
Our Savior Lutheran School	HI
Maui Police Department	HI
BOARD OF WATER SUPPLY	HI
MAUI COUNTY COUNCIL	HI

Kauai County Council	HI
Honolulu Fire Department	HI
COUNTY OF MAUI	HI
DEPARTMENT OF EDUCATION	HI
Lanai Community Health Center	HI
Maui High Band Booster Club	HI
Big Brothers Big Sisters	HI
Tri-Isle Resource Conservation and Development District	HI
Manoa Heritage Center	HI
Olanur	HI
Kumulani Chapel	HI
Chamber of Commerce Hawaii	HI
Naalehu Assembly of God	HI
outrigger canoe club	HI
One Kalakaua	HI
Native Hawaiian Hospitality Association	HI
Islands Hospice Inc	HI
St. Theresa School	HI
Hawaii Peace and Justice	HI
Kauai Youth Basketball Association	HI
NA HALE O MAUI	HI
LEEWARD HABITAT FOR HUMANITY	HI
WAIANAE COMMUNITY OUTREACH	HI
NA LEI ALOHA FOUNDATION	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI
LANAKILA REHABILITATION CENTER INC.	HI
POLYNESIAN CULTURAL CENTER	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI
BISHOP MUSEUM	HI
ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI
NETWORK ENTERPRISES, INC.	HI
HONOLULU HABITAT FOR HUMANITY	HI
ALOHACARE	HI
ORI ANUENUE HALE, INC.	HI
IUPAT, DISTRICT COUNCIL 50	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI
HAROLD K.L. CASTLE FOUNDATION	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI
EAH, INC.	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI
HABITAT FOR HUMANITY MAUI	HI
W. M. KECK OBSERVATORY	HI
HAWAII EMPLOYERS COUNCIL	HI
HAWAII STATE FCU	HI
MAUI COUNTY FCU	HI
PUNAHOU SCHOOL	HI
YMCA OF HONOLULU	HI
EASTER SEALS HAWAII	HI
AMERICAN LUNG ASSOCIATION	HI
Pohaha I Ka Lani	HI
Hawaii Area Committee	HI
Tri-Isle RC&D	HI
Lanai Federal Credit Union	HI
Hawaii Bicycling League	HI
Aloha United Way	HI
Kipuka o Ke Ola	HI
READ TO ME INTERNATIONAL FOUNDATION	HI
MAUI FAMILY YMCA	HI
WAILUKU FEDERAL CREDIT UNION	HI
ST. THERESA CHURCH	HI
HALE MAHAOLU	HI
West Maui Community Federal Credit Union	HI
Hawaii Island Humane Society	HI
Western Pacific Fisheries Council	HI
Kama'aina Care Inc	HI
International Archaeological Research Institute, Inc.	HI

Community Empowerment Resources	HI
Tutu and Me Traveling Preschool	HI
First United Methodist Church	HI
United Chinese Society	HI
Haggai Institue	HI
St. Francis Healthcare System	HI
AOAO Royal Capitol Plaza	HI
Kumpang Lanai	HI
Child and Family Service	HI
MARINE SURF WAIKIKI, INC.	HI
Hawaii Health Connector	HI
Hawaii Carpenters Market Recovery Program Fund	HI
Maui Aids Foundation Inc	HI
Pukalani Baptist Church	HI
Puu Heleakala Community Association	HI
Saint Louis School	HI
Kailua Racquet Club, Ltd.	HI
Homewise Inc.	HI
Hawaii Baptist Academy	HI
Kroc Center Hawaii	HI
Kupu	HI
University of the Nations	HI
ARGOSY UNIVERSITY	HI
HAWAII PACIFIC UNIVERSITY	HI
UNIVERSITY OF HAWAII AT MANOA	HI
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
BRIGHAM YOUNG UNIVERSITY - HAWAII	HI
Kauai Community College	HI
University Clinical Research and Association	HI
Hawaii Medical College	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI
Hawaii Information Consortium	HI
Leeward Community Church	HI
E Malama In Keiki O Lanai	HI
Keawala'i Congregational Church	HI
Lanai Community Hospital	HI
Angels at Play Preschool & Kindergarten	HI
Queen Emma Gardens AOAO	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI
Tetrahedron Sourcing	HI
Honolulu Community College	HI
COLLEGE OF THE MARSHALL ISLANDS	HI
DOT Airports Division Hilo International Airport	HI
Judiciary - State of Hawaii	HI
ADMIN. SERVICES OFFICE	HI
SOH- JUDICIARY CONTRACTS AND PURCH	HI
STATE DEPARTMENT OF DEFENSE	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI
STATE OF HAWAII	HI
Third Judicial Circuit - State of Hawaii	HI
State of Hawaii Department of Transportation	HI
Office of the Governor	HI
State of Hawaii-Department of Health-Disability & Communication Access	HI
State of Hawaii Department of Human Services	HI
CITY AND COUNTY OF HONOLULU	HI
Lanai Youth Center	HI
Silver Dolphin Bistro	HI
Commander, Navy Region Hawaii	HI
US Navy	HI
Defense Information System Agency	HI
84th Engineer Battalion	HI
Department of Veterans Affairs	HI
Third Judicial Circuit - State of Hawaii	HI
State of Hawaii Department of Transportation	HI
Office of the Governor	HI

State of Hawaii-Department of Health-Disability & Communication Access	HI
State of Hawaii Department of Human Services	HI
CITY AND COUNTY OF HONOLULU	HI
Lanai Youth Center	HI
Silver Dolphin Bistro	HI
Commander, Navy Region Hawaii	HI
US Navy	HI
Defense Information System Agency	HI
84th Engineer Battalion	HI
Department of Veterans Affairs	HI
Hawaii County	HI
Honolulu County	HI
Kauai County	HI
Maui County	HI
Kalawao County	HI
Aiea	HI
Anahola	HI
Barbers Point N A S	HI
Camp H M Smith	HI
Captain Cook	HI
Eleele	HI
Ewa Beach	HI
Fort Shafter	HI
Haiku	HI
Hakalau	HI
Haleiwa	HI
Hana	HI
Hanalei	HI
Hanamaulu	HI
Hanapepe	HI
Hauula	HI
Hawaii National Park	HI
Hawaiian Ocean View	HI
Hawi	HI
Hickam AFB	HI
Hilo	HI
Holualoa	HI
Honaunau	HI
Honokaa	HI
Honolulu	HI
Honomu	HI
Hoolehua	HI
Kaaawa	HI
Kahuku	HI
Kahului	HI
Kailua	HI
Kailua Kona	HI
Kalaheo	HI
Kalaupapa	HI
Kamuela	HI
Kaneohe	HI
Kapaa	HI
Kapaau	HI
Kapolei	HI
Kaumakani	HI
Kaunakakai	HI
Kawela Bay	HI
Keaau	HI
Kealakekua	HI
Kealia	HI
Keauhou	HI
Kekaha	HI
Kihei	HI
Kilauea	HI
Koloa	HI
Kualapuu	HI
Kula	HI
Kunia	HI
Kurtistown	HI
Lahaina	HI
Laie	HI
Lanai City	HI
Laupahoehoe	HI
Lawai	HI
Lihue	HI
M C B H Kaneohe Bay	HI
Makawao	HI
Makaweli	HI
Maunaloa	HI
Mililani	HI
Mountain View	HI
Naalehu	HI
Ninole	HI
Ocean View	HI

Ookala	HI
Paauhau	HI
Paauilo	HI
Pahala	HI
Pahoa	HI
Paia	HI
Papaaloa	HI
Papaikou	HI
Pearl City	HI
Pearl Harbor	HI
Pepeekeo	HI
Princeville	HI
Pukalani	HI
Puunene	HI
Schofield Barracks	HI
Tripler Army Medical Center	HI
Volvano	HI
Wahiawa	HI
Waialua	HI
Waianae	HI
Waikoloa	HI
Wailuku	HI
Waimanalo	HI
Waimea	HI
Waipahu	HI
Wake Island	HI
Wheeler Army Airfield	HI
Brigham Young University - Hawaii	HI
Chaminade University of Honolulu	HI
Hawaii Business College	HI
Hawaii Pacific University	HI
Hawaii Technology Institute	HI
Heald College - Honolulu	HI
Remington College - Honolulu Campus	HI
University of Phoenix - Hawaii Campus	HI
Hawaii Community College	HI
Honolulu Community College	HI
Kapiolani Community College	HI
Kauai Community College	HI
Leeward Community College	HI
Maui Community College	HI
University of Hawaii at Hilo	HI
University of Hawaii at Manoa	HI
Windward Community College	HI
Canby School District No 86	OR
Central School District 13J (Polk County, Oregon)	OR
Milton-Freewater Unified School District No 7	OR
Scappoose Adventist School	OR
COLUMBIA CHRISTIAN SCHOOL	OR
Ontario School District 8C	OR
Trillium Charter School	OR
Echo School District	OR
Warrenton Hammond School	OR
Phoenix-Talent Schools	OR
Immanuel Lutheran School	OR
The Emerson School	OR
Columbia Academy	OR
VALLEY CATHOLIC SCHL	OR
CROOK COUNTY SCHOOL DISTRICT	OR
CORBETT SCHL DIST #39	OR
Trinity Lutheran Church and School	OR
Bethel School District #52	OR
OREGON CITY PUBLIC SCHL	OR
Ppmc Education Committee	OR
Stayton Christian School	OR
South Columbia Family School	OR
Sunrise Preschool	OR
St. Therese Parish/School	OR
PINE-EAGLE SCHOOL DISTRICT 061	OR
Portland YouthBuilders	OR
Wallowa County ESD	OR
Fern Ridge School District 28J	OR
Knova Learning	OR
Jackson County School District No. 5	OR
New Horizon Christian School	OR
MOLALLA RIVER ACADEMY	OR
HIGH DESERT EDUCATION SERVICE DISTRICT	OR
St. Luke Catholic School	OR
SOUTHWEST CHARTER SCHOOL	OR
WHITEAKER MONTESSORI SCHOOL	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR
NEAH-KAH-NIE DISTRICT NO.56	OR

INTER MOUNTAIN ESD	OR
STANFIELD SCHOOL DISTRICT	OR
LA GRANDE SCHOOL DISTRICT	OR
CASCADE SCHOOL DISTRICT	OR
DUFUR SCHOOL DISTRICT NO.29	OR
hillsboro school district	OR
GASTON SCHOOL DISTRICT 511J	OR
BEAVERTON SCHOOL DISTRICT	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
WILLAMINA SCHOOL DISTRICT	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR
Sheridan School District 48J	OR
THE CATLIN GABEL SCHOOL	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR
CANYONVILLE CHRISTIAN ACADEMY	OR
OUR LADY OF THE LAKE SCHOOL	OR
NYSSA SCHOOL DISTRICT NO. 26	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR
LIVINGSTONE ADVENTIST ACADEMY	OR
Santiam Canyon SD 129J	OR
WEST HILLS COMMUNITY CHURCH	OR
BANKS SCHOOL DISTRICT	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
HARNEY EDUCATION SERVICE DISTRICT	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
SILVER FALLS SCHOOL DISTRICT	OR
St Helens School District	OR
DAYTON SCHOOL DISTRICT NO.8	OR
Amity School District 4-J	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR
REEDSPORT SCHOOL DISTRICT	OR
FOREST GROVE SCHOOL DISTRICT	OR
DAVID DOUGLAS SCHOOL DISTRICT	OR
LOWELL SCHOOL DISTRICT NO.71	OR
TIGARD-TUALATIN SCHOOL DISTRICT	OR
SHERWOOD SCHOOL DISTRICT 88J	OR
RAINIER SCHOOL DISTRICT	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR
MONROE SCHOOL DISTRICT NO.1J	OR
CHILDPEACE MONTESSORI	OR
HEAD START OF LANE COUNTY	OR
HARNEY COUNTY SCHOOL DIST. NO.3	OR
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
LEBANON COMMUNITY SCHOOLS NO.9	OR
MT.SCOTT LEARNING CENTERS	OR
SEVEN PEAKS SCHOOL	OR
DE LA SALLE N CATHOLIC HS	OR
MULTISENSORY LEARNING ACADEMY	OR
MITCH CHARTER SCHOOL	OR
REALMS CHARTER SCHOOL	OR
BAKER SCHOOL DISTRICT 5-J	OR
PHILOMATH SCHOOL DISTRICT	OR
CLACKAMAS EDUCATION SERVICE DISTRICT	OR
CANBY SCHOOL DISTRICT	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR
WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
ESTACADA SCHOOL DISTRICT NO.108	OR
GLADSTONE SCHOOL DISTRICT	OR
ASTORIA SCHOOL DISTRICT 1C	OR
SEASIDE SCHOOL DISTRICT 10	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
VERNONIA SCHOOL DISTRICT 47J	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR
COOS BAY SCHOOL DISTRICT NO.9	OR

COOS BAY SCHOOL DISTRICT	OR
NORTH BEND SCHOOL DISTRICT 13	OR
COQUILLE SCHOOL DISTRICT 8	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR
BANDON SCHOOL DISTRICT	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR
REDMOND SCHOOL DISTRICT	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR
ROSEBURG PUBLIC SCHOOLS	OR
GLIDE SCHOOL DISTRICT NO.12	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR
YONCALLA SCHOOL DISTRICT NO.32	OR
ELKTON SCHOOL DISTRICT NO.34	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
JACKSON CO SCHOOL DIST NO.9	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR
MEDFORD SCHOOL DISTRICT 549C	OR
CULVER SCHOOL DISTRICT NO.	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
GRANTS PASS SCHOOL DISTRICT 7	OR
LOST RIVER JR/SR HIGH SCHOOL	OR
KLAMATH FALLS CITY SCHOOLS	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR
CRESWELL SCHOOL DISTRICT	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR
LANE COUNTY SCHOOL DISTRICT 69	OR
SIUSLAW SCHOOL DISTRICT	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
ONTARIO MIDDLE SCHOOL	OR
GERVAIS SCHOOL DIST. #1	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR
JEFFERSON SCHOOL DISTRICT	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
MORROW COUNTY SCHOOL DISTRICT	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR
DALLAS SCHOOL DISTRICT NO. 2	OR
CENTRAL SCHOOL DISTRICT 13J	OR
St. Mary Catholic School	OR
CROSSROADS CHRISTIAN SCHOOL	OR
ST. ANTHONY SCHOOL	OR
Pedee School	OR
HERITAGE CHRISTIAN SCHOOL	OR
BEND-LA PINE SCHOOL DISTRICT	OR
GLENDALE SCHOOL DISTRICT	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR
PORTLAND PUBLIC SCHOOLS	OR
REYNOLDS SCHOOL DISTRICT	OR
CENTENNIAL SCHOOL DISTRICT	OR
NOBEL LEARNING COMMUNITIES	OR
St. Stephen's Academy	OR
McMinnville Adventist Christian School	OR
MARCOLA SCHL DIST	OR
Salem-Keizer 24J	OR
McKay High School	OR
Pine Eagle Charter School	OR
Bend-La Pine Schools	OR
Waldo Middle School	OR
OAKLAND SCHOOL DISTRICT 001	OR
hermiston school district	OR
Clear Creek Middle School	OR
Marist High School	OR
Victory Academy	OR
Vale School District No. 84	OR
St. Mary School	OR

Junction City High School	OR
Three Rivers School District	OR
Fern Ridge School District	OR
JESUIT HIGH SCHL EXEC OFC	OR
LASALLE HIGH SCHOOL	OR
Southwest Christian School	OR
Willamette Christian School	OR
Westside Christian High School	OR
CS LEWIS ACADEMY	OR
Portland America School	OR
Forest Hills Lutheran School	OR
Mosier Community School	OR
Koreducators Lep High	OR
Warrenton Hammond School District	OR
Sutherlin School District	OR
Malheur Elementary School District	OR
Ontario School District	OR
Parkrose School District 3	OR
Riverdale School District 51J	OR
Tillamook School District	OR
Madeleine School	OR
Union School District	OR
Helix School District	OR
Riddle School District	OR
Helix School Dist #1 R	OR
Prospect School District	OR
Ashbrook Independent School	OR
Molalla River School District	OR
Corvallis School District 509J	OR
Falls City School District #57	OR
Portland Christian Schools	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
Insight School of Oregon Painted Hills	OR
Deer Creek Elementary School	OR
Yamhill Carlton School District	OR
COLTON SCHL DIST 53	OR
ASHLAND PUBLIC SCHLS	OR
HARRISBURG SCHL DIST	OR
CENTRAL CURRY SCHL DIST#1	OR
BNAI BRITH CAMP	OR
OREGON FOOD BANK	OR
HOSANNA CHRISTIAN SCHL	OR
ABIQUA SCHL	OR
Auxiliary services	OR
Salem keizar school district	OR
Scio High School	OR
Athena Weston School District 29RJ	OR
NW REGIONAL ESD-HILLSBORO	OR
Butte Falls School District	OR
Bend International School	OR
Imbler School District #11	OR
monument school	OR
PENDLETON SCHOOL DISTRICT #16R	OR
Ohara Catholic School	OR
MARCOLA SCHOOL DISTRICT 079J	OR
LINN-BENTON-LINCOLN ESD	OR
Reynolds High School	OR
St. Paul School District	OR
Sabin-Schellenberg Technical Center	OR
St Paul Parish School	OR
Joseph School District	OR
EagleRidge High School	OR
Grant Community School	OR
Oak Hill School	OR
Hope chinese charter	OR
Northwest Academy	OR
Sunny Wolf Charter School	OR
MCKENZIE SCHOOL DISTRICT 068	OR
L'Etoiile French Immersion School	OR
LA GRANDE SCHOOL DISTRICT 001	OR
FOSSIL SCHOOL DISTRICT 21J	OR
Marist Catholic High School	OR
Springfield Public Schools	OR
Elgin school dist.	OR
French American International School	OR
PLEASANT HILL SCH DIST #1	OR
Ukiah School District 80R	OR
Lake Oswego Montessori School	OR
North Powder Charter School	OR
Siletz Valley School	OR
WINSTON-DILLARD SCHOOL DISTRICT 116	OR
ALLIANCE CHARTER ACADEMY	OR
French American School	OR
Mastery Learning Institute	OR

North Lake School District 14	OR
Early College High School	OR
Klamath County Fire District No. 1	OR
Washington County Consolidated Communications Agency	OR
GILLIAM COUNTY OREGON	OR
UMATILLA COUNTY, OREGON	OR
LANE ELECTRIC COOPERATIVE	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
MULTNOMAH LAW LIBRARY	OR
clackamas county	OR
CLATSOP COUNTY	OR
COLUMBIA COUNTY, OREGON	OR
coos county	OR
CROOK COUNTY ROAD DEPARTMENT	OR
CURRY COUNTY OREGON	OR
DESCHUTES COUNTY	OR
GILLIAM COUNTY	OR
GRANT COUNTY, OREGON	OR
HARNEY COUNTY SHERIFFS OFFICE	OR
HOOD RIVER COUNTY	OR
jackson county	OR
josephine county	OR
klamath county	OR
LANE COUNTY	OR
LINN COUNTY	OR
MARION COUNTY , SALEM, OREGON	OR
MULTNOMAH COUNTY	OR
SHERMAN COUNTY	OR
WASCO COUNTY	OR
YAMHILL COUNTY	OR
WALLOWA COUNTY	OR
ASSOCIATION OF OREGON COUNTIES	OR
NAMI LANE COUNTY	OR
BENTON COUNTY	OR
DOUGLAS COUNTY	OR
JEFFERSON COUNTY	OR
LAKE COUNTY	OR
LINCOLN COUNTY	OR
POLK COUNTY	OR
UNION COUNTY	OR
WASHINGTON COUNTY	OR
MORROW COUNTY	OR
Mckenzie Personnel Services	OR
Washington County Facilities & Park Services	OR
Multnomah County Department of Community Justice	OR
NORCOR Juvenile Detention	OR
Tillamook County Estuary	OR
Job Council	OR
BAKER CNTY GOVT	OR
TILLAMOOK CNTY	OR
CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
Multnomah County Dept of County Assets	OR
Wheeler County	OR
Clackamas County Service District # 1/Tri-City Service District	OR
Resource Connections of Oregon	OR
Lane County Sheriff's Office	OR
Clatsop County Sheriff's Office	OR
Harney County Community Corrections	OR
Grant County Economic Developement	OR
Baker County	OR
Josephine County Public Works	OR
Clackamas County Juvenile Dept	OR
Columbia Basin Care Facility	OR
Clackamas County Disaster Management	OR
City of Seaside Police Department	OR
Best Care Treatment Center	OR
Boys & Girls Clubs of Emerald Valley	OR
MSB	OR
Church of Christ	OR
GWPMS	OR
Operation Christmas	OR
Dove Medical	OR
Literary Expectations dba Moore Academy	OR
Love Thy Neighbor services	OR
Tamarack Aquatic Center	OR
Seven Feathers Casino	OR
Direction Service, Inc.	OR

Oliver P Lent PTA	OR
Kairos	OR
Willamette Valley Rehab Center	OR
St Paul Baptist Church	OR
Long Tom Watershed Council	OR
San Martin Deporres Catholic Church	OR
Portland Parks Foundation	OR
Sweet Home United Methodist Church	OR
Math Learning Center, The	OR
Maranatha Church	OR
Cedar Hills Baptist Church	OR
Good Samaritan Ministries	OR
New Hope Christain College	OR
Unitarian Universalist Church in Eugene	OR
Emmanuel Bible Church	OR
Portland Community Media	OR
La Pine Chamber of Commerce	OR
Stone Creek Christian Church	OR
Rogue Valley Youth Football	OR
Bend Elks Lodge 1371	OR
Friendly House, Inc.	OR
Klamath Siskiyou Wildlands Center	OR
Grace Christian Fellowship	OR
Reliance eHealth Collaborative	OR
Wild Rogue Youth Foundation, Inc.	OR
Grants Pass Seventh-day Adventist Church	OR
Corvallis Waldorf School	OR
Farmworkers Housing Development Corporation	OR
World Forestry Center	OR
Adapt	OR
Kid Time	OR
Oregon Farm Bureau	OR
Mt Emily Safe Center	OR
Salem First Presbyterian Church	OR
Rolling Hills Baptist Church	OR
Baker Elks	OR
Gates Community Church of Christ	OR
PIP Corps LLC	OR
Turtle Ridge Wildlife Center	OR
Grande Ronde Model Watershed Foundation	OR
Western Environmental Law Center	OR
Oregon District 7 Little League	OR
Mercy Flights, Inc.	OR
Metropolitan Contractor Improvement Partnership	OR
The Christian Church of Hillsboro Oregonb	OR
Congregation Neveh Shalom	OR
My Fathers House	OR
Step Forward Activities Inc	OR
HHoly Trinity Greek Orthodox Cathedral	OR
MECOP Inc.	OR
Workforce Northwest Inc	OR
Lane Arts Council	OR
Building Healthy Family	OR
Intergral Youth Services	OR
Children Center At Trinity	OR
OUR SAVIOR'S LUTHERAN CHURCH	OR
Beaverton Christians Church	OR
Oregon Humanities	OR
St. Pius X School	OR
Community Connection of Northeast Oregon, Inc.	OR
St Mark Presbyterian Church	OR
Living Opportunities, Inc.	OR
Coos Art Museum	OR
OETC	OR
Blanchet House of Hospitality	OR
Garten Services Inc	OR
Incite Incorporated	OR
Merchants Exchange of Portland, Oregon	OR
Coalition for a Livable Future	OR
West Salem United Methodist	OR
Rogue River Watershed Council	OR
Central Oregon Visitors Association	OR
Soroptimist International of Gold Beach, OR	OR
Real Life Christian Church	OR

Milwaukie-Portland Lodge No.142 Benevolent and Protective Order of Elk	OR
Mainstage Theatre Company	OR
Dayton Christian Church	OR
Delphian School	OR
AVON	OR
EPUD-Emerald People's Utility District	OR
Human Solutions, Inc.	OR
The Wallace Medical Concern	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR
The Ross Ragland Theater and Cultural Center	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR
Cascade Health Solutions	OR
Umpqua Community Health Center	OR
ALZHEIMERS NETWORK OF OREGON	OR
NATIONAL WILD TURKEY FEDERATION	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR
LIFEWORKS NW	OR
Independent Development Enterprise Alliance	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
HALFWAY HOUSE SERVICES, INC.	OR
REDMOND PROFICIENCY ACADEMY	OR
OHSU FOUNDATION	OR
SHELTERCARE	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
PACIFIC INSTITUTES FOR RESEARCH	OR
Mental Health for Children, Inc.	OR
The Dreaming Zebra Foundation	OR
LAUREL HILL CENTER	OR
THE OREGON COMMUNITY FOUNDATION	OR
OCHIN	OR
WE CARE OREGON	OR
SE WORKS	OR
ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
OMNIMEDIX INSTITUTE	OR
PORTLAND BUSINESS ALLIANCE	OR
GATEWAY TO COLLEGE NATIONAL NETWORK	OR
FOUNDATIONS FOR A BETTER OREGON	OR
GOAL ONE COALITION	OR
ATHENA LIBRARY FRIENDS ASSOCIATION	OR
Coastal Family Health Center	OR
CENTER FOR COMMUNITY CHANGE	OR
STAND FOR CHILDREN	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR
EAST SIDE FOURSQUARE CHURCH	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR
InventSuccess	OR
SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
The Blosser Center for Dyslexia Resources	OR
MOSAIC CHURCH	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR
RENEWABLE NORTHWEST PROJECT	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
CONSERVATION BIOLOGY INSTITUTE	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR
OREGON EDUCATION ASSOCIATION	OR
HEARING AND SPEECH INSTITUTE INC	OR
SALEM ELECTRIC	OR
MORRISON CHILD AND FAMILY SERVICES	OR
JUNIOR ACHIEVEMENT	OR

CENTRAL BIBLE CHURCH	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR
TRILLIUM FAMILY SERVICES, INC.	OR
YWCA SALEM	OR
PORTLAND ART MUSEUM	OR
SAINT JAMES CATHOLIC CHURCH	OR
SOUTHERN OREGON HUMANE SOCIETY	OR
VOLUNTEERS OF AMERICA OREGON	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
METROPOLITAN FAMILY SERVICE	OR
OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
FIRST UNITARIAN CHURCH	OR
ST. ANTHONY CHURCH	OR
Good Shepherd Medical Center	OR
Salem Academy	OR
GEN CONF OF SDA CHURCH WESTERN OR	OR
PORTLAND ADVENTIST ACADEMY	OR
ST VINCENT DE PAUL	OR
OUTSIDE IN	OR
UNITED CEREBRAL PALSY OF OR AND SW WA	OR
WILLAMETTE VIEW INC.	OR
PORTLAND HABILITATION CENTER, INC.	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
ROSE VILLA, INC.	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
ROGUE FEDERAL CREDIT UNION	OR
Oregon Research Institute	OR
WILLAMETTE LUTHERAN HOMES, INC	OR
LANE MEMORIAL BLOOD BANK	OR
PORTLAND JEWISH ACADEMY	OR
LANECO FEDERAL CREDIT UNION	OR
GRANT PARK CHURCH	OR
ST. MARYS OF MEDFORD, INC.	OR
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
FAITHFUL SAVIOR MINISTRIES	OR
OREGON CITY CHURCH OF THE NAZARENE	OR
OREGON COAST COMMUNITY ACTION	OR
EDUCATION NORTHWEST	OR
COMMUNITY ACTION TEAM, INC.	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR
SPARC ENTERPRISES	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
SALEM ALLIANCE CHURCH	OR
Lane Council of Governments	OR
FORD FAMILY FOUNDATION	OR
TRAILS CLUB	OR
NEWBERG FRIENDS CHURCH	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
CITY BIBLE CHURCH	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR
PORTLAND WOMENS CRISIS LINE	OR
THE SALVATION ARMY - CASCADE DIVISION	OR
WILLAMETTE FAMILY	OR
WHITE BIRD CLINIC	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
HOUSING NORTHWEST	OR
OREGON ENVIRONMENTAL COUNCIL	OR
MEALS ON WHEELS PEOPLE, INC.	OR
FAITH CENTER	OR
OREGON CHILD DEVELOPMENT COALITION	OR

Bob Belloni Ranch, Inc.	OR
GOOD SHEPHERD COMMUNITIES	OR
SACRED HEART CATHOLIC DAUGHTERS	OR
HELP NOW! ADVOCACY CENTER	OR
TENAS ILLAHEE CHILDCARE CENTER	OR
SUNRISE ENTERPRISES	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
SERENITY LANE	OR
EAST HILL CHURCH	OR
LA GRANDE UNITED METHODIST CHURCH	OR
COAST REHABILITATION SERVICES	OR
Edwards Center Inc	OR
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
NEW HOPE COMMUNITY CHURCH	OR
KLAMATH HOUSING AUTHORITY	OR
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.	OR
SPONSORS, INC.	OR
COLUMBIA COMMUNITY MENTAL HEALTH	OR
ADDICTIONS RECOVERY CENTER, INC	OR
METRO HOME SAFETY REPAIR PROGRAM	OR
OREGON SUPPORTED LIVING PROGRAM	OR
SOUTH COAST HOSPICE, INC.	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
The International School	OR
REBUILDING TOGETHER - PORTLAND INC.	OR
PENDLETON ACADEMIES	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR
DOGS FOR THE DEAF, INC.	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR
EMMAUS CHRISTIAN SCHOOL	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR
SAINT CATHERINE OF SIENA CHURCH	OR
PORT CITY DEVELOPMENT CENTER	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR
CENTRAL CITY CONCERN	OR
CANBY FOURSQUARE CHURCH	OR
EMERALD PUD	OR
VERMONT HILLS FAMILY LIFE CENTER	OR
BENTON HOSPICE SERVICE	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
COMMUNITY CANCER CENTER	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR
WILD SALMON CENTER	OR
BROAD BASE PROGRAMS INC.	OR
SUNNYSIDE FOURSQUARE CHURCH	OR
TRAINING EMPLOYMENT CONSORTIUM	OR
RELEVANT LIFE CHURCH	OR
211INFO	OR
SONRISE CHURCH	OR
LIVING WAY FELLOWSHIP	OR
Women's Safety & Resource Center	OR
SEXUAL ASSAULT RESOURCE CENTER	OR
IRCO	OR
NORTHWEST YOUTH CORPS	OR
TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
CLASSROOM LAW PROJECT	OR
YOUTH GUIDANCE ASSOC.	OR
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND	OR
ELMIRA CHURCH OF CHRIST	OR
JASPER MOUNTAIN	OR
ACUMENTRA HEALTH	OR
WORKSYSTEMS INC	OR
COVENANT CHRISTIAN HOOD RIVER	OR
OREGON DONOR PROGRAM	OR
NAMI OREGON	OR
OLIVET BAPTIST CHURCH	OR

SILVERTON AREA COMMUNITY AID	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR
NEIGHBORIMPACT	OR
CATHOLIC COMMUNITY SERVICES	OR
NEW AVENUES FOR YOUTH INC	OR
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR
DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
WESTERN STATES CENTER	OR
HIV ALLIANCE, INC	OR
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
FANCONI ANEMIA RESEARCH FUND INC.	OR
BLIND ENTERPRISES OF OREGON	OR
OREGON BALLET THEATRE	OR
SMART	OR
All God's Children International	OR
FARMWORKER HOUISNG DEV CORP	OR
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
REGIONAL ARTS AND CULTURE COUNCIL	OR
THE EARLY EDUCATION PROGRAM, INC.	OR
MACDONALD CENTER	OR
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR
SELF ENHANCEMENT INC.	OR
FRIENDS OF THE CHILDREN	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR
COMMUNITY VETERINARY CENTER	OR
PORTLAND SCHOOLS FOUNDATION	OR
SUSTAINABLE NORTHWEST	OR
OREGON DEATH WITH DIGNITY	OR
BIRCH COMMUNITY SERVICES, INC.	OR
BAY AREA FIRST STEP, INC.	OR
OSLC COMMUNITY PROGRAMS	OR
EN AVANT, INC.	OR
ASHLAND COMMUNITY HOSPITAL	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR
SUMMIT VIEW COVENANT CHURCH	OR
SALMON-SAFE INC.	OR
BETHEL CHURCH OF GOD	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR
SAINT ANDREW NATIVITY SCHOOL	OR
BARLOW YOUTH FOOTBALL	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR
TOUCHSTONE PARENT ORGANIZATION	OR
CANCER CARE RESOURCES	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR
SCIENCEWORKS	OR
WORD OF LIFE COMMUNITY CHURCH	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR
OREGON PROGRESS FORUM	OR
CENTER FOR RESEARCH TO PRACTICE	OR
WESTERN RIVERS CONSERVANCY	OR
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
EUGENE BALLET COMPANY	OR
EAST WEST MINISTRIES INTERNATIONAL	OR
SISKIYOU INITIATIVE	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
North Pacific District of Foursquare Churches	OR
CATHOLIC CHARITIES	OR
FIRST CHURCH OF THE NAZARENE	OR
WESTSIDE BAPTIST CHURCH	OR
Housing Development Center	OR
Hoodview Christian Church	OR

Child Evangelism Fellowship	OR
Little Promises Chlildren's Program	OR
UNION GOSPEL MISSION	OR
GRACE BAPTIST CHURCH	OR
COMMUNITY ACTION ORGANIZATION	OR
OUTSIDE IN	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
ELAW	OR
COMMUNITY HEALTH CENTER, INC	OR
Greater Portland INC	OR
Eugene Builders Exchange	OR
Boys & Girls Club of Corvallis	OR
Southeast Uplift Neighborhood Coalition	OR
First United Presbyterian Church	OR
PDX Wildlife	OR
Friends of the Opera House	OR
Jackson-Josephine 4-C Council	OR
North Coast Family Fellowship	OR
P E C I	OR
Childswork Learning Center	OR
Portland Schools Alliance	OR
New Artists Performing Arts Productions, Inc.	OR
Relief Nursery	OR
St. Mary's Episcopal Church	OR
Viking Sal Senior Center	OR
Boys and Girls Club of the rogue valley	OR
Lincoln City Chamber of Commerce	OR
DrupalCon Inc., DBA Drupal Association	OR
Albany Partnership for Housing and Community Development	OR
SEED OF FAITH MINISTRIES	OR
Hermiston Christian Center & School	OR
SALEM FREE CLINICS	OR
Dress for Success Oregon	OR
Beaverton Rock Creek Foursquare Church	OR
St Paul Catholic Church	OR
St Mary's Catholic School and Parish	OR
Polk Soil and Water Conservation District	OR
Street Ministry	OR
La Grande Church of the Nazarene	OR
Spruce Villa, Inc.	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR
House of Prayer for All Nations	OR
Sacred Heart Catholic Church	OR
African American Health Coaliton, Inc.	OR
Happy Canyon Company	OR
Village Home Education Resource Center	OR
Monet's Children's Circle	OR
Cascade Housing Association	OR
Dayspring Fellowship	OR
Northwest Habitat Institute	OR
Winding Waters Medical Clinic	OR
Sacred Heart-St Louis Parish	OR
First Baptist Church	OR
The Nature Conservancy, Willamette Valley Field Office	OR
Serenity Lane Health Services	OR
Portland Community Reinvestment Initiatives, Inc.	OR
Christians As Family Adovates	OR
GeerCrest Farm & Historical Society	OR
College United Methodist Church	OR
The Collins Foundation	OR
Prince of Peace Lutheran Church & School	OR
NEDCO	OR
Salem Evangelical Church	OR
Wild Lilac Child Development Community	OR
Daystar Education, Inc.	OR
Oregon Social Learning Center	OR
Pain Society of Oregon	OR
environmental law alliance worldwide	OR
Eugene Country Club	OR
Community in Action	OR
Willamette Valley Baptist Church	OR
Curry County Habitat for Humanity	OR

Northwood Christian Church	OR
Tuality Healthcare	OR
Safe Harbors	OR
FIRST CHRISTIAN CHURCH	OR
Pacific Classical Ballet	OR
Depaul Industries	OR
African American Health Coalition	OR
Jesus Prayer Book	OR
Coalition Of Community Health	OR
River Network	OR
CCI Enterprises Inc	OR
Oregon Nurses Association	OR
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR
Mount Angel Abbey	OR
YMCA OF ASHLAND	OR
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR
Multnomah Law Library	OR
Friends Of Tryon Creek State P	OR
Ontrack Inc.	OR
Calvin Presbyterian Church	OR
HOLT INTL CHILD	OR
St John The Baptist Catholic	OR
Portland Foursquare Church	OR
Portland Christian Center	OR
Church Extension Plan	OR
Occu Afghanistan Relief Effort	OR
EUGENE FAMILY YMCA	OR
Christ The King Parish and School	OR
Newberg Christian Church	OR
First United Methodist Church	OR
Zion Lutheran Church	OR
Southwest Bible Church	OR
Community Works Inc	OR
Masonic Lodge Pearl 66	OR
Molalla Nazarene Church	OR
Transition Projects, Inc	OR
St Michaels Episcopal Church	OR
Saint Johns Catholich Church	OR
Community Learning Center	OR
Old Mill Center for Children and Families	OR
Sunny Oaks Inc	OR
Hospice Center Bend La Pine	OR
Westside Foursquare Church	OR
Relief Nursery Inc	OR
Morning Star Community Church	OR
MULTNOMAH DEFENDERS INC	OR
Providence Health System	OR
Holy Trinity Catholic Church	OR
Holy Redeemer Catholic Church	OR
Alliance Bible Church	OR
CARE OREGON	OR
Mid Columbia Childrens Council	OR
HUMANE SOCIETY OF REDMOND	OR
Our Redeemer Lutheran Church	OR
Kbps Public Radio	OR
Skyball Salem Keizer Youth Bas	OR
Open Technology Center	OR
Grace Chapel	OR
CHILDREN'S MUSEUM 2ND	OR
Solid Rock	OR
West Chehalem Friends Church	OR
Guide Dogs For The Blind	OR
Aldersgate Camps and Retreats	OR
St. Katherine's Catholic Church	OR
The Alliance NW of the Christian & Missionary Alliance	OR
Bags of Love	OR
Grand View Baptist Church	OR
Green Electronics Council	OR
Scottish Rite	OR
Western Wood Products Association	OR
Grace Baptist Church of St. Helens, Lil Learners Preschool	OR
THE NEXT DOOR	OR
NATIONAL PSORIASIS FOUNDATION	OR
NEW BEGINNINGS CHRISTIAN CENTER	OR
HIGHLAND UNITED CHURCH OF CHRIST	OR
OREGON REPERTORY SINGERS	OR
HIGHLAND HAVEN	OR
FAIR SHARE RESEARCH AND EDUCATION FUND	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR

First Baptist Church of Enterprise	OR
The Canby Center	OR
REDMOND FIRE & RESCUE	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
McKenzie Personnel Systems	OR
OSLC COMMUNITY PROGRAMS OCP	OR
Oregon Nikkei Endowment	OR
Grace Community Church	OR
Eastern Oregon Alcoholism Foundation	OR
Grantmakers for Education	OR
The Spiral Gallery	OR
The ALS Association Oregon and SW Washington Chapter	OR
Children's Relief Nursery	OR
Home Builders	OR
New Life Baptist Church	OR
Feral Cat Awareness Team	OR
Florence United Methodist Church	OR
World of Speed	OR
SW Community Health Center	OR
Energy Trust of Oregon	OR
St. Vincent de Paul Church	OR
Fr. Bernard Youth Center	OR
Oregon Psychoanalytic Center	OR
Store to Door	OR
Oregon Translational Research and Development Insitute	OR
Depaul Industries	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR
SELCO Community Credit Union	OR
Prairie Baptist Church	OR
North Coast Christian Church	OR
Union County Economic Development Corp.	OR
Camelto Theatre Company	OR
Camp Fire Columbia	OR
TAKE III OUTREACH	OR
Rolling Hills Community Church	OR
Eugene Swim and Tennis Club	OR
Summa Institute	OR
Amani Center	OR
Billy Webb Elks lodge #1050	OR
Silverton Senior Center	OR
First Evangelical Presbyterian Church of Oregon City	OR
Joyful Servant Lutheran Church	OR
Sandy Seventh-day Adventist Church	OR
Muddy Creek Charter School	OR
A FAMILY FOR EVERY CHILD	OR
PORT OF CASCADE LOCKS	OR
1000 FRIENDS OF OREGON	OR
OREGON PEDIATRIC SOCIETY	OR
NONPROFIT ASSOCIATION OF OREGON	OR
LUKE DORF INC	OR
FAMILY CARE INC	OR
MEDICAL TEAMS INTL	OR
Clean Slate Canine Rescue & Rehabilitation	OR
St. Martins Episcopal church	OR
Tower Theatre Foundation, Inc	OR
Food for Lane County	OR
Clatsop Behavioral Healthcare	OR
West Coast Haunters Convention	OR
columbia gorge discovery center and museum	OR
NAMI of Washington County	OR
American Legion Aloha Post 104	OR
The Dalles Art Association	OR
Temple Beth Israel	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
Rose Haven	OR
Dallas Church	OR
OREGON STATE UNIVERSITY BOOKSTORE INC	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
FAIRFIELD BAPTIST CHURCH	OR
Sexual Assault Support Services	OR
Neskowin Valley School	OR
RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
St. Joseph Shelter	OR

The Inn Home for Boys, Inc.9138	OR
MCKENZIEWATERSHED COUNCIL	OR
Opportunity Connections	OR
MENNONITE HOME OF ALBANY INC	OR
Oregon Technical Assistance Corporation	OR
Oregon And Southern Idaho Laborers Employers Training School	OR
New Life Fellowship Church of God	OR
Gladstone Senior Center	OR
Education Travel & Culture, Inc.	OR
Rural Development Initiatives	OR
Jason Lee Manor/UMRC	OR
Jesus Pursuit Church	OR
YMCA of Marion and Polk Counties	OR
Urban Gleaners	OR
PacificSource Health	OR
Faith Christian Fellowship	OR
Brookings Elks Lodge	OR
Tualatin Lacrosse Club	OR
Tillamook Seventh Day Adventist Church	OR
Oregon Jewish Community Foundation	OR
East River Fellowship	OR
Holy Family Academy	OR
FIRST BAPTIST CHURCH OF EUGENE	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR
Peace Lutheran Church	OR
Living Word Christian Center	OR
Housing Authority of Douglas County	OR
Vietnamese Christian Community Church	OR
Forest Park Conservancy	OR
Friends for Animals	OR
Family Building Blocks	OR
Greenleaf Industries	OR
Ananda Center at Laurelwood	OR
Goodwill Industries of Lane and South Coast	OR
RB Pamplin Corportaion	OR
Agia Sophia Academy	OR
Friends of Driftwood Library	OR
Consumers Power Inc.	OR
A. C. Gilbert's Discovery Village	OR
First Lutheran Church of Astoria	OR
Fund For Christian Charity	OR
Deer Meadow Assisted Living	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR
Umpqua Basin Water Association	OR
Alpha Lambda House Corporation	OR
St John Fisher Catholic Church Portland Oregon	OR
Eugene Creative Care	OR
VFW POST 4248	OR
The Church of Christ of Latter Day Saints	OR
Cascade Height Public Charter School PTA	OR
G.O.B.H.I	OR
Association of Oregon Corrections EMployees, Inc.	OR
A Jesus Church Family	OR
300 Main Inc	OR
Southwestern Oregon Public Defender Services, Inc.	OR
Albertina Kerr Centers	OR
Dufur Christian Church	OR
St. Matthew Catholic School	OR
Serendipity Center Inc	OR
Yellowhawk Tribal Health	OR
CASA of Marion County	OR
Oregoinans for Food & Shelter	OR
Westside Church of Christ Inc	OR
Northwest Family Services	OR
Network Charter School	OR
Ride Connecton	OR
Parenting Now!	OR
Christian Church of Woodburn	OR
Verde	OR
Native American Youth and Family Center Early College Academy	OR
USO Northwest	OR
Norkenzie Christian Church	OR
Little Flower Development Center	OR

TLO Farms	OR
Evergreen Wings and Waves	OR
Ascension Episcopal Parish	OR
Center for Family Development	OR
West Salem Foursquare Church	OR
Good Samaritan Ministry	OR
Grace Lutheran Church of Molalla	OR
Trinity Lutheran	OR
HOPE LUTHERAN CHURCH	OR
Mount Pisgah Arboretum	OR
Redeemer Lutheran Church	OR
Disjecta Contemporary Art Center	OR
Korean Central Covenant Church of Eugene	OR
Yankton Baptist Church	OR
BioGift Anatomical	OR
Lower Columbia Estuary Partnership	OR
Fur Footed Rescue, Inc.	OR
Mt Hood Hospice	OR
Opportunity Foundation of central Oregon	OR
Constructing Hope	OR
Sprinkfield Elks #2145	OR
Abuse Recovery Ministry & Services	OR
Oasis Shelter Home	OR
ST HENRYS CHURCH	OR
Nehalem Bay House	OR
UNITED METHODIST CHURCH	OR
p:ear	OR
Health Share of Oregon	OR
St. Peter Catholic Church	OR
Mid Willamette Valley Community Action	OR
A Hope For Autism Foundation	OR
NW Sport Fishing	OR
Breast Friends	OR
ScienceWorks Museum	OR
Willamette Neighborhood Housing Services	OR
South Salem High Music Boosters	OR
SEPTL Southeast Portland Tool Library	OR
Kids Unllimited Academy	OR
Cappella Romana	OR
National Christian Community Foundation	OR
Legal Aid Services of Oregon LITC	OR
The Sunriver Owners Association	OR
Willamette Valley Babe Ruth	OR
Center For Continuous Improvement	OR
Northwest Center for Alternatives to Pesticides	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR
The Followers of Christ Church of Oregon City	OR
SEIU Local 49	OR
Emerald Media Group	OR
West Hills Christian School	OR
Trillium Sprigs	OR
Smith Memorial Presbyterian Church	OR
Western Arts Alliance	OR
Youth Dynamics	OR
Ashland Art Center	OR
Apostolic Church of Jesus Christ	OR
DOUGLAS FOREST PROTECTIVE	OR
Echo Theater Company	OR
Corvallis Caring Place	OR
Oregon Lyme Disease Network	OR
Ecotrust	OR
SPECIAL MOBILITY SERVICES	OR
Bethlehem Christian Pre-School	OR
Historical Outreach Foundation	OR
Teras Interventions and Counseling Inc	OR
Brooklyn Primary PTO	OR
Mountain View Academy	OR
Salem Area Chamber of Commerce	OR
First Congregational Chrch	OR
OREGON STATE FAIR	OR
Tri-County Chamber of Commerce Inc	OR
Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Center for Human Development	OR
God's Storehouse Pantry	OR
Clackamas River Trout Unlimited	OR
SafeHaven Humane Society	OR
Rainier Assembly of God	OR

Tilikum Center for Retreats and Outdoor Ministries	OR
Washington Park Transportation Management Association	OR
Travel Lane County	OR
Hinson Baptist Church	OR
Alvord Taylor	OR
EUGENE CHRISTIAN FELLOWSHIP	OR
Bridges to Change	OR
Risen Records	OR
DePaul Treatment Centers, Inc.	OR
Ministerio International Casa	OR
New Paradise Worship Center	OR
Mission Increase Foundation	OR
Curry Public Transit Inc	OR
THREE RIVERS CASINO	OR
Brookings Harbor Christian School	OR
Local 290	OR
Hope Church of The Assemblies of God Albany Oregon	OR
Sherwood Community Friends Church	OR
Bethesda Lutheran Church	OR
Legacy Mt. Hood Medical Center	OR
Adelante Mujeres	OR
Yamhill Community Care Organization	OR
Trinity United Methodist Church	OR
Portland Japanese Garden	OR
Ike Box Cafe	OR
The Madeleine Parish	OR
The Tucker-Maxon Oral School	OR
Southwest Neighborhoods, Inc	OR
Wallowa Valley Center For Wellness	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Joy Church Eugene	OR
Portland Yacht Club	OR
League of Women Voters	OR
Oregon & Southern Idaho District Council of Laborers'	OR
Portland Police Sunshine Division	OR
Curry Health Network	OR
United Way of Lane County	OR
The Lighthouse School	OR
Olive Plaza	OR
Rogue Valley Humane Society	OR
Willamette Carpenters Training Center, Inc	OR
Great Portland Bible	OR
College Possible	OR
Unithed Way	OR
Community Energy Project	OR
Bridgeport Community Chapel	OR
Oswego Lake Country Club	OR
Urban League of Portland	OR
La Grande Foursquare Church	OR
Portland Oregon Visitors Association	OR
Barter Union International	OR
Southern Oregon Project Hope	OR
Our United Villages	OR
Sunset Presbyterian Church	OR
Youth M.O.V.E. Oregon	OR
Samaritan Health Services Inc.	OR
St. Mary's Church	OR
Santiam Assembly of God	OR
CASCADES WEST FINANCIAL SERVICES IN	OR
Kilchis House	OR
Calvary Assembly of God	OR
Lake Grove Presbyterian Church	OR
Grace Lutheran School	OR
Western Mennonite School	OR
OEA CHOICE TRUST	OR
American Tinnitus Association	OR
Oregon Coast Aquarium, Inc.	OR
HOPE POINT CHURCH	OR
Unitus Community Credit Union	OR
St John the Baptist Greek Orthodox Church	OR
Parkinson's Resources of Oregon	OR
Oregon Independent Automobile Dealers Association	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
St. Elizabeth Ann Seton Church	OR
St Andrews Presbyterian	OR

Oregon Rural Electric Cooperative Association	OR
THE MILL CASINO	OR
Gateway Prebyterian Church	OR
Oregon Jewish Museum and Center for Holoacust Education	OR
Northwest Opening	OR
Oregon State University	OR
Treasure Valley Community College	OR
Institute of Technology	OR
Unviersity of Oregon	OR
OREGON UNIVERSITY SYSTEM	OR
University of Western States	OR
GEORGE FOX UNIVERSITY	OR
LEWIS AND CLARK COLLEGE	OR
PACIFIC UNIVERSITY	OR
REED COLLEGE	OR
WILLAMETTE UNIVERSITY	OR
LINFIELD COLLEGE	OR
MULTNOMAH BIBLE COLLEGE	OR
NORTHWEST CHRISTIAN COLLEGE	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR
PORTLAND STATE UNIV.	OR
CLACKAMAS COMMUNITY COLLEGE	OR
MARYLHURST UNIVERSITY	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
pacific u	OR
UNIVERSITY OF OREGON	OR
CONCORDIA UNIV	OR
Marylhurst University	OR
Corban College	OR
NORTH MARION SCHL DIST	OR
University of Oregon - Purchasing and Contracting Services	OR
Oregon Center For Advanced T	OR
UNIVERSITY OF PORTLAND	OR
OSU Deschutes County Extension Service	OR
Portland Actors Conservatory	OR
University Of Oregon Athletics Department	OR
Ecola Bible School	OR
Tokyo Int'l University of America, Inc	OR
WARNERPACIFIC COLG	OR
Beta Omega Alumnae	OR
Oregon Institute of Technology	OR
SOUTHERN OREGON UNIVERSITY	OR
EASTERN OREGON UNIVERSITY	OR
Wilco Farmers	OR
Harvest Church	OR
Sociecty of American Foresters	OR
Clackamas River Water Providers	OR
eickhoff dev co inc	OR
Cornerstone Association Inc	OR
The Klamath Tribe	OR
advocate care	OR
Cannon Beach Fire	OR
Life Flight Network LLC	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
PENTAGON FEDERAL CREDIT UNION	OR
SAIF CORPORATION	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
USAGENCIES CREDIT UNION	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR
SPIRIT WIRELESS	OR
Kartini Clinic	OR
Astra	OR
Beit Hallel	OR
Cvalco	OR
Elderhealth and Living	OR
OREGON CORRECTIONS ENTERPRISES	OR
OREGON STATE HOSPITAL	OR

OFFICE OF PUBLIC DEFENSE SERVICES	OR
Clatskanie People's Utility District	OR
PIONEER COMMUNITY DEVELOPMENT	OR
MARION COUNTY HEALTH DEPT	OR
Ricoh USA	OR
Heartfelt Obstetrics & Gynecology	OR
Coquille Economic Development Corporation	OR
CITY/COUNTY INSURANCE SERVICE	OR
COMMUNITY CYCLING CENTER	OR
Shangri La	OR
Portland Impact	OR
Eagle Fern Camp	OR
KLAMATH FAMILY HEAD START	OR
RIVER CITY DANCERS	OR
Oregon Permit Technical Association	OR
KEIZER EAGLES AERIE 3895	OR
Pgma/Cathie Bourne	OR
Sunrise Water	OR
Burns Paiute Tribe	OR
Oregon Public Broadcasting	OR
La Grande Family Practice	OR
Linn Benton Lincoln Educational Services District	OR
SHERMAN COUNTY SCHOOL DISTRICT	OR
Ricoh USA	OR
Sphere MD	OR
BIENESTAR, INC.	OR
MEDFORD WATER COMMISSION	OR
Solutins Yes	OR
sunrise water authority	OR
Mountain Valley Therapy	OR
EAstern Oregon Trade and Event Center	OR
Waste-Pro	OR
QUEEN OF PEACE SCHOOL	OR
Columbia River Inter-tribal Fish Commission	OR
NPKA	OR
IBEW280	OR
Confederated Tribes of Warm Springs	OR
Point West Credit Union	OR
Oregon State Credit Union	OR
PIONEER TELEPHONE COOPERATIVE	OR
Halsey-Shedd Fire District	OR
Northwest Power and Conservation Council	OR
Oregon Funeral Directors Association	OR
Nez Perce Tribe	OR
Obsidian Urgent Care, P.C.	OR
First Presbyterian Church of La Grande	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR
A&I Benefit Plan Administrators, Inc.	OR
K Churchill Estates	OR
CSC HEAD START	OR
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR
crescent grove cemetery	OR
IONE HIGH SCHOOL	OR
Port of Toledo	OR
Roseburg Police Department	OR
Molalla Rural Fire Protection District	OR
MONMOUTH - INDEPENDENCE NETWORK	OR
EUGENE WATER & ELECTRIC BOARD	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR
GLADSTONE POLICE DEPARTMENT	OR
GOLD BEACH POLICE DEPARTMENT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR
RIVERGROVE WATER DISTRICT	OR
TUALATIN VALLEY FIRE & RESCUE	OR
GASTON RURAL FIRE DEPARTMENT	OR
CITY COUNTY INSURANCE SERVICES	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR
SOUTH FORK WATER BOARD	OR
SUNSET EMPIRE PARK AND RECREATION	OR
SPRINGFIELD UTILITY BOARD	OR
Tillamook Urban Renewal Agency	OR
Netarts Water District	OR
OAK LODGE SANITARY DISTRICT	OR
Boardman Rural Fire Protection District	OR

Tualatin Soil and Water Conservation District	OR
Silverton Fire District	OR
Lewis and Clark Rural Fire Protection District	OR
Rainbow Water District	OR
Illinois Valley Fire District	OR
Clatskanie RFPD	OR
PORT OF TILLAMOOK BAY	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
REGIONAL AUTOMATED INFORMATION NETWORK	OR
OAK LODGE WATER DISTRICT	OR
THE PORT OF PORTLAND	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR
TUALATIN VALLEY WATER DISTRICT	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR
LANE EDUCATION SERVICE DISTRICT	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
PORT OF SIUSLAW	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR
PORT OF ST HELENS	OR
LANE TRANSIT DISTRICT	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
HOODLAND FIRE DISTRICT NO.74	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
SALEM AREA MASS TRANSIT DISTRICT	OR
Banks Fire District #13	OR
KLAMATH COUNTY 9-1-1	OR
GLENDALE RURAL FIRE DISTRICT	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR

CLACKAMAS RIVER WATER	OR
NW POWER POOL	OR
Lowell Rural Fire Protection District	OR
TriMet Transit	OR
Estacada Rural Fire District	OR
Keizer Fire District	OR
State Accident Insurance Fund Corporation	OR
Bend Metro Park & Recreation District	OR
Port of Hood River	OR
La Pine Park & Recreation District	OR
Brookings- HArbor School District 17c	OR
Siuslaw Public Library District	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
Columbia River Fire & Rescue	OR
Fern Ridge Library District	OR
Bend Park and Recreation District	OR
Port of Garibaldi	OR
Seal Rock Water District	OR
Rockwood Water P.U.D.	OR
Gollux	OR
Tillamook Fire District	OR
Tillamook County Transportation Dist	OR
Central Lincoln People's Utility District	OR
Jefferson Park and Recreation	OR
tvwd	OR
City of Monmouth / Public Works	OR
McMinnville Police Department	OR
Long Creek School District	OR
City of Salem Fire Department	OR
City of Sublimity	OR
City of Central Point Parks and Recreation	OR
Gearhart Fire Department	OR
Woodburn City Of	OR
Brookings Fire / Rescue	OR
City of Veneta	OR
CITY OF DAMASCUS	OR
Hermiston Fire & Emergency Svcs	OR
CEDAR MILL COMMUNITY LIBRARY	OR
CITY OF LAKE OSWEGO	OR

LEAGUE OF OREGON CITIES	OR
CITY OF SANDY	OR
CITY OF ASTORIA OREGON	OR
CITY OF BEAVERTON	OR
CITY OF BOARDMAN	OR
CITY OF CANBY	OR
CITY OF CANYONVILLE	OR
CITY OF CENTRAL POINT POLICE DEPARTMENT	OR
CITY OF CLATSKANIE	OR
CITY OF CONDON	OR
CITY OF COOS BAY	OR
CITY OF CORVALLIS	OR
CITY OF CRESWELL	OR
CITY OF ECHO	OR
CITY OF ESTACADA	OR
CITY OF EUGENE	OR
CITY OF FAIRVIEW	OR
CITY OF GEARHART	OR
CITY OF GOLD HILL	OR
CITY OF GRANTS PASS	OR
CITY OF GRESHAM	OR
CITY OF HILLSBORO	OR
CITY OF HOOD RIVER	OR
CITY OF JOHN DAY	OR
CITY OF KLAMATH FALLS	OR
CITY OF LA GRANDE	OR
CITY OF MALIN	OR
CITY OF MCMINNVILLE	OR
CITY OF HALSEY	OR
CITY OF MEDFORD	OR
CITY OF MILL CITY	OR
CITY OF MILWAUKIE	OR
CITY OF MORO	OR
CITY OF MOSIER	OR
CITY OF NEWBERG	OR
CITY OF OREGON CITY	OR
CITY OF PILOT ROCK	OR
CITY OF POWERS	OR
RAINIER POLICE DEPARTMENT	OR
CITY OF REEDSPORT	OR
CITY OF RIDDLE	OR
CITY OF SCAPPOOSE	OR
CITY OF SEASIDE	OR
CITY OF SILVERTON	OR
CITY OF STAYTON	OR
City of Troutdale	OR
CITY OF TUALATIN, OREGON	OR
CITY OF WARRENTON	OR
CITY OF WEST LINN/PARKS	OR
CITY OF WOODBURN	OR
CITY OF TIGARD, OREGON	OR
CITY OF AUMSVILLE	OR
CITY OF PORT ORFORD	OR
CITY OF EAGLE POINT	OR
CITY OF WOOD VILLAGE	OR
St. Helens, City of	OR
CITY OF WINSTON	OR
CITY OF COBURG	OR
CITY OF NORTH PLAINS	OR
CITY OF GERVAIS	OR
CITY OF YACHATS	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR
PORTLAND DEVELOPMENT COMMISSION	OR
CITY OF CANNON BEACH OR	OR
CITY OF ST. PAUL	OR
CITY OF ADAIR VILLAGE	OR
CITY OF WILSONVILLE	OR
CITY OF HAPPY VALLEY	OR
CITY OF SHADY COVE	OR
CITY OF LAKESIDE	OR
CITY OF MILLERSBURG	OR
CITY OF GATES	OR
KEIZER POLICE DEPARTMENT	OR
CITY OF DUNDEE	OR
Pendleton Police Department	OR
CITY OF AURORA	OR
THE CITY OF NEWPORT	OR
CITY OF ALBANY	OR
CITY OF ASHLAND	OR
CITY OF LEBANON	OR
CITY OF PORTLAND	OR
CITY OF SALEM	OR
CITY OF SPRINGFIELD	OR

METRO	OR
CITY OF BURNS	OR
CITY OF COTTAGE GROVE	OR
CITY OF DALLAS	OR
CITY OF FALLS CITY	OR
CITY OF PHOENIX	OR
CITY OF PRAIRIE CITY	OR
CITY OF REDMOND	OR
CITY OF SHERWOOD	OR
City of junction city	OR
City of Florence	OR
Columbia Gorge Community	OR
West Linn Police Department	OR
City of Dayton	OR
City of Carlton	OR
City of Pendleton Convention Center	OR
City of Monmouth	OR
City of Philomath	OR
City of Sheridan	OR
Seaside Public Library	OR
City of Yoncalla	OR
La Grande Police Department	OR
City of Joseph	OR
Cove City Hall	OR
NW PORTLAND INDIAN HEALTH BOARD	OR
Portland Patrol Services	OR
City Of Bend	OR
City Of Coquille	OR
City Of Molalla	OR
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
City of St. Helens	OR
City of North Powder	OR
City of Eugene	OR
City of Cornelius, OR	OR
Toledo Police Department	OR
Springfield Public Library	OR
City of Independence	OR
City of Cascade Locks	OR
City of Columbia City	OR
City of Baker City	OR
McMinnville Water & Light	OR
City of Pendleton Parks & Recreation	OR
CITY OF HEPPNER	OR
CITY OF HERMISTON	OR
CITY OF SWEETHOME	OR
CITY OF THE DALLES	OR
CLACKAMAS FIRE DIST#1	OR
DESCHUTES PUBLIC LIBRARY	OR
STAYTON FIRE DISTRICT	OR
Lake County Chamber of Commerce Inc	OR
City of Talent	OR
City of Ontario	OR
City of Corvallis Parks and Recreation	OR
North Lincoln Fire & Rescue #1	OR
Gresham Police Department	OR
City of Harrisburg	OR
Gladstone Public Library	OR
West Linn Police	OR
City of Portland Parks Bureau	OR
City of Astoria Parks Dept.	OR
Seaside Fire & Rescue	OR
Florence Police Department	OR
City Of North Bend	OR
City of Union	OR
City of Nehalem	OR
City of Richland	OR
CITY OF LINCOLN CITY	OR
City of Donald	OR
City of Milton-Freewater	OR
CITY OF MADRAS	OR
CITY OF SCIO	OR
City of Forest Grove	OR
City Govrnment	OR
City of Mt. Angel	OR
Albany Police Department	OR
Tualatin Police Department	OR
City of Sodaville	OR
Canby Utility	OR
Umatilla Electric Cooperative	OR
WATER ENVIRONMENT SERVICES	OR
Polk County Fire District No.1	OR
Clatsop Care Health District-Clatsop Retirement Village	OR

Netarts-Oceanside RFPD	OR
UIUC	OR
Rogue River Fire District	OR
Aurora Rural FIre District	OR
Tillamook County Emergency Communications District	OR
Southern Coos Hospital	OR
Oregon Cascades West Council of Governments	OR
MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
PORT OF BANDON	OR
OR INT'L PORT OF COOS BAY	OR
MID-COLUMBIA CENTER FOR LIVING	OR
DESCHUTES COUNTY RFPD NO.2	OR
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
PACIFIC STATES MARINE FISHERIES COMMISSION	OR
CENTRAL OREGON IRRIGATION DISTRICT	OR
MARION COUNTY FIRE DISTRCT #1	OR
COLUMBIA RIVER PUD	OR
SANDY FIRE DISTRICT NO. 72	OR
BAY AREA HOSPITAL DISTRICT	OR
NEAH KAH NIE WATER DISTRICT	OR
PORT OF UMPQUA	OR
EAST MULTNOMAH SOIL AND WATER CONSERVANCY	OR
Benton Soil & Water Conservation District	OR
DESCHUTES PUBLIC LIBRARY SYSTEM	OR
CLEAN WATER SERVICES	OR
North Douglas County Fire & EMS	OR
Crooked River Ranch Rural Fire Protection District	OR
PARROTT CREEK CHILD & FAM	OR
South Lane County Fire And Rescue	OR
Mill City RFPD	OR
Lake Chinook Fire & Rescue	OR
Clackamas County Water Environment Services	OR
Amity Fire District	OR

CENTRAL OREGON COMMUNITY COLLEGE	OR
UMPQUA COMMUNITY COLLEGE	OR
LANE COMMUNITY COLLEGE	OR
MT. HOOD COMMUNITY COLLEGE	OR
LINN-BENTON COMMUNITY COLLEGE	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR
PORTLAND COMMUNITY COLLEGE	OR
CHEMEKETA COMMUNITY COLLEGE	OR
ROGUE COMMUNITY COLLEGE	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR
Oregon Coast Community College	OR
Clatsop Community College	OR
North Portland Bible College	OR
OREGON COMMUNITY COLLEGE ASSOCIATION	OR
Umpqua Valley Public Defender	OR
Teacher Standards and Pracitices Commission	OR
Salem Keizer School District Purchasing	OR
Kdrv Channel 12	OR
Opta Oregon Permit Technician	OR
Oregon Forest Resources Institute	OR
Office of the Ong Term Care Ombudsman	OR
Oregon State Lottery	OR
OREGON TOURISM COMMISSION	OR
OREGON STATE POLICE	OR
OFFICE OF THE STATE TREASURER	OR
OREGON DEPT. OF EDUCATION	OR
SEIU LOCAL 503, OPEU	OR
OREGON DEPARTMENT OF FORESTRY	OR
OREGON STATE DEPT OF CORRECTIONS	OR
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
OREGON OFFICE OF ENERGY	OR

OREGON STATE BOARD OF NURSING	OR
BOARD OF MEDICAL EXAMINERS	OR
OREGON LOTTERY	OR
OREGON BOARD OF ARCHITECTS	OR
SANTIAM CANYON COMMUNICATION CENTER	OR
OREGON DEPT OF TRANSPORTATION	OR
OREGON TRAVEL INFORMATION COUNCIL	OR
OREGON DEPARTMENT OF EDUCATION	OR
OREGON DEPT. OF CORRECTIONS	OR
DEPARTMENT OF ADMINISTRATIVE SERVICES	OR
Oregon Board of Massage Therapists	OR
Oregon Forest Industries Council	OR
Oregon Tradeswomen	OR
Oregon Convention Center	OR
OREGON SCHL BRDS ASSOCIAT	OR
Central Oregon Home Health and Hos	OR
Oregon Health Care Quality Cor	OR
OREGON DEPARTMENT OF HUMAN SERVICES	OR
Oregon Air National Guard	OR
Training & Employment	OR
State of Oregon - Department of Administrative Services	OR
Aging and People with Disabilities	OR
Department of Administrative Services	OR
Oregon State Treasury	OR
Oregon State Fair Council	OR
Oregon DEQ	OR
Procurement Services/DAS	OR
STATE OF OREGON	OR
OREGON JUDICIAL DEPARTMENT	OR
Oregon State Board of Architect Examiners	OR
Oregon Board of Chiropractic Examiners	OR
City of Astoria Fire Department	OR
Columbia Gorge ESD	OR
Nehalem Bay Wastewater	OR
Association of Oregon Community Mental Health Programs	OR
Klamath County Association of Realtors	OR
VA	OR
US FISH AND WILDLIFE SERVICE	OR
Bonneville Power Administration	OR
Bureau Of Land Management	OR
Oregon Army National Guard	OR
Linn County Sheriff Office	OR
USDA Forest Service	OR
123d Fighter Squadron	OR
Yellowhawk Tribal Health Center	OR
ANGELL JOB CORPS	OR
Coquille Indian Housing Authority	OR
COLLEGE HOUSING NORTHWEST	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
WEST VALLEY HOUSING AUTHORITY	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
MARION COUNTY HOUSING AUTHORITY	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
The Housing Authority of the County of Umatilla	OR
homeforward	OR
LifeSource	OR
Access Inc	OR
WOMENSPACE INC	OR
McKenzie River Trust	OR
WINTERSPRING CENTER	OR
PNW. For Puerto Rico Relief	OR
Justin Parret	OR

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

Exhibit A
Sample City Contract

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AGREEMENT TO PROVIDE
EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

As used in this Section of the RFP, the term "Contract" shall refer to the agreement entered into between the City and the Company, and the term "Company" shall refer to the vendor that has been awarded a contract.

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

WHEREAS, the City awarded this Contract on _____, 2018 to Company to provide Equipment Rentals and Related Products and Services dated to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **EXHIBITS.**
   The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be

resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

1.1. EXHIBIT A: Discount Schedule, Price Lists, and Incentives

1.2. EXHIBIT B: Scope of Work

1.3. EXHIBIT C: Proposal Response Forms

2. DEFINITIONS.
This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM**. The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. OPTIONS AND ACCESSORIES: The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. DOCUMENTATION: the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. COMPENSATION. The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.

8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year

renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. BILLING. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to

the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:
City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.
Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. CONTRACT MONITORING: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. REPORTING: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. AUDIT: During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. GENERAL WARRANTIES. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of _____, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. DESIGN AND/OR MANUFACTURER REQUIREMENT: All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.

19. INSPECTION AT COMPANY'S SITE: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY:

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

21. **ACCEPTANCE OF PRODUCTS/SERVICES**: The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. **GUARANTEE**: Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS**: All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. **MANUFACTURER OR DEALER ADVERTISEMENT**: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER**: If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following

actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

(A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

(B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.

26. **RIGHT TO WITHHOLD PAYMENT**: If Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

27. **LIQUIDATED DAMAGES**: The Company acknowledges and agrees that the City may incur costs if the Company fails to meet the certain requirements set forth in the Specifications. The Company further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty.

28. **OTHER REMEDIES**: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

29. **TERMINATION.**

29.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

29.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue), or if a** receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

29.8.3 Performing the transition service plan activities;

29.8.4 Answering questions regarding the products and services on an as-needed basis; and

29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

30. **NO DELAY DAMAGES**: Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.

31. **MULTIPLE CONTRACT AWARDS**. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

32. **RELATIONSHIP OF THE PARTIES**. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

33. **INDEMNIFICATION**: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

34. **INSURANCE**. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(B) Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

35. **COMMERCIAL NON-DISCRIMINATION**.
As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.
As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.
The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time
The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

36. **COMPANY WILL NOT SELL OR DISCLOSE DATA**. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

37. **WORK ON CITY'S PREMISES**. The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.

38. **BACKGROUND CHECKS**: The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such

background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

a. Criminal records search,

b. Identification verification; and

c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

39. **DRUG-FREE WORKPLACE**. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

39.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

39.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

39.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

39.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

39.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

39.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

40. **NOTICES**. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
	Karen Ewing
	Procurement Management Division
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-2992
	Fax: 704-632-8254
	E-mail: kewing@charlottenc.gov
With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

41. **SUBCONTRACTING**: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

42 **FORCE MAJEURE**: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. could not have been prevented by reasonable precaution;
B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

43 **CONFIDENTIALITY**.

43.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

43.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

43.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

43.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

43.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

43.1.5 Citizen or employee social security numbers collected by the City.

43.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

43.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.

43.1.8 Any attorney / client privileged information disclosed by either party.

43.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

43.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

43.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.

43.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services

43.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 43.1.3 through 43.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43.2 RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

43.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

43.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

43.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

43.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

43.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

43.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall

assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

43.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

43.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

43.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

43.3.1 Was already known to Company prior to being disclosed by the City;
43.3.2 Was or becomes publicly known through no wrongful act of Company;
43.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
43.3.4 Was used or disclosed by Company with the prior written authorization of the City;
43.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
43.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

44. MISCELLANEOUS

44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager;

depending on the amount. Some increases may also require approval by City Council.

44.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

44.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

44.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

44.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

44.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

44.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

44.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

44.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 4.3	"Employment Taxes and Employee Benefits"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 28	"Other Remedies"
Section 29	"Termination"
Section 33	"Insurance"
Section 34	"Indemnification"
Section 40	"Notices"
Section 43	"Confidentiality"
Section 44	"Miscellaneous"

44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:

44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

44.14.2 NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

[Signature Page Follows]

Exhibit A
Sample City Contract

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: _____

PRINT NAME: _____

TITLE:_____

DATE:_____

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES

PROPOSERS SHOULD INPUT A DISCOUNT RATE FOR EACH CATEGORY THEY PROVIDE BELOW. ADDITIONAL CATEGORIES MAY BE ADDED AS NEEDED.

Category Number	Category	Discount (% from published/book rate)	Verifiable Published Price List ID	Comments
1	Accessories			
2	Aerial Equipment			
3	Air Moving Equipment			
4	Earth Moving Equipment			
5	Compaction Equipment			
6	Compressors			
7	Concrete and Masonry Equipment			
8	Cooling and Heating Equipment			
9	Cranes			
10	Demolition Equipment			
11	Drill Equipment and Tools			
12	Electrical Equipment			
13	Forklifts and Accessories			
14	Refuse Trucks			
15	Generators			
16	Landscaping			
17	Lighting Equipment			
18	Painting Equipment			
19	Pumps and Accessories			
20	Saws and Accessories			
21	Shop Equipment			
22	Trenching Equipment			
23	Vehicles and Trailers			
24	Washing Equipment			
25	Welding Equipment			
26	Miscellaneous			

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES
ADDITIONAL CHARGES

PROPOSERS SHOULD IDENTIFY ALL ADDITIONAL CHARGES THAT WILL BE ADDED TO THOSE RATES INDICATED ON DISCOUNT BY PRODUCT CATEGORY. PLEASE USE THE COMMENTS SECTION TO BE AS SPECIFIC AS POSSIBLE ABOUT WHERE ADDITIONAL CHARGES WILL APPLY. FOR CHARGES THAT DO NOT APPLY TO PROPOSER, PLEASE ENTER "N/A". ADDITIONAL CHARGES MAY BE LISTED IF NECESSARY.

Potential Additional Charges	Comments
Delivery Fee	
Fuel	
Training	
Loss of Use	
Cleaning	
Set Up Fee	
Mileage Charges	
Other	

Over Meter/Allotted Hours of Use	Additional Charge for Hours Over
Daily Rental	
Weekly Rental	
Monthly Rental	

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES
NATIONAL MARKET BASKET

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF EQUIPMENT RENTED NATIONWIDE. THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT BY CATEGORY. DO NOT INCLUDE ANY ADDITIONAL CHARGES IN THESE PRICES.

QUANTITIES ARE ESTIMATES ONLY FOR COMPARISON AND VERIFICATION OF DISCOUNTS PROVIDED AND ARE NOT GUARANTEED

Annual Nationwide Usage							Proposed Price/Equipment Details					
Item Number	Make	Model	Description	Daily Rentals	Weekly Rentals	Montly Rentals	Discount (Percentage from Discount by Category)	Price for Daily Rental	Price for Weekly Rental	Price for Montly Rental	Make/Model of Quoted Equipment (if different)	Description of Quoted Equipment (if different)
1	MAGNUM	MLT3060	LIGHT TOWER HORIZ MAST MAN NARROW BODY	738	597	838						
2	GENIE	GS-1930	SCISSOR LIFT 19FT NARROW ELEC	229	308	829						
3	MAGNUM	MLT6SK	LIGHT TOWER VERT MAST MAN NARROW BODY	469	253	242						
4	TOYOTA	8FGU25	WAREHOUSE FORKLIFT 5000LB PNEU DF	112	94	612						
5	FORD	F150	TRUCK PICKUP 4WD SUP GAS 1/2 T	17	43	559						
6	WACKER	LTN6KVS	LIGHT TOWER VERT MAST ELEC NARROW BODY	283	164	158						
7	GENIE	GS-2632	SCISSOR LIFT 26FT 32" WIDE ELEC	106	140	277						
8	FORD	F550	TRUCK DUMP DSL 3-4 YD	25	30	445						
9	ATLASCOPCO	XAS185JD	COMPRESSOR TOWABLE 175-195 CFM DSL	74	55	346						
10	DEERE	85D	MINI-EXCAVATOR 14000-19000 LBS DSL CAB	47	104	240						
11	BOBCAT	E35I	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	91	95	194						
12	FORD	F450	TRUCK STKBD 2WD STD GAS 1-1/2-2 T 12 FT	6	16	339						
13	FREIGHTLIN	M2-106	TRUCK DUMP DSL 12-14 YD MANUAL	10	37	307						
14	BOBCAT	T590	COMPACT TRACK LOADER 2000-2399LB ROPS	57	71	150						
15	MULTIQUIP	DCA25SSIU4F	20KW GENERATOR DSL	114	77	75						
16	JLG	450AJ	BOOM ARTICULATED 45FT JIB 4WD DSL	67	81	95						
17	WANCO	WVTM-B	BOARD MESSAGE VERTICAL MID-SIZE MATRIX	39	38	159						
18	DEERE	544K	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	16	27	190						
19	DEERE	310J	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL	20	25	187						
20	FELLING	FT-10IT-I-G	TRAILER TILT 10000 LB	67	34	130						
21	GENIE	S-60	BOOM STRAIGHT 60FT 4WD DSL	57	74	99						
22	BOBCAT	S530	SKIDSTEER LOADER 1751-2099LB ROPS	61	51	115						
23	JLG	600AJ	BOOM ARTICULATED 60FT JIB 4WD DSL	47	59	114						
24	FORD	F550	TRUCK STKBD 4WD STD DSL 1-1/2-2 T 12 FT	4	12	202						
25	JLG	400S	BOOM STRAIGHT 40FT 4WD DSL	70	66	69						
26	FORD	F150	TRUCK PICKUP 4WD CREW GAS 1/2 T	5	22	177						
27	MULTIQUIP	DCA70SSIU4F	55KW GENERATOR DSL	75	70	58						
28	FORD	F750	TRUCK WATER DSL 2000 GAL	14	42	142						
29	FORD	F550-BT	TRUCK BUCKET DSL 38 FT	12	15	260						
30	WACKER	WP1550AW	PLATE COMPACTOR 200LB TO 299LB GAS	52	34	111						
31	VOLVO	DD25BW	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL	39	32	118						
32	KOMATSU	PC200LC8	EXCAVATOR 43000-49999 LBS STD REACH	27	64	91						

33	JLG	3246ES	SCISSOR LIFT 32FT 46" WIDE ELEC	60	58	64						
34	FORD	F750	TRUCK DUMP DSL 5-6 YD NON CDL	14	34	130						
35	GENIE	GTH-1056	TELEHANDLER 10000LB 50-56FT LIFT ROPS	45	32	101						
36	GENIE	GTH5519	TELEHANDLER 5500LB 16-20FT LIFT ROPS	72	29	73						
37	BOBCAT	E26	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	58	30	79						
38	CHEVY	2500	TRUCK UTLTY 4WD STD-SUP GAS 3/4-1 T		1	165						
39	GENIE	GR-20	MAST LIFT 20FT DRIVABLE BATT	18	20	126						
40	MULTIQUIP	MTX70HD	RAMMER JUMPING JACK 100LB - 199LB GAS	47	44	71						
41	SKY-TRAK	6042	TELEHANDLER 6000LB 42-44FT LIFT ROPS	43	38	80						
42	KUBOTA	RTV-X900W-H	CART UTV 2 PASSENGER DSL	37	59	65						
43	BOBCAT	E50	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS	26	51	81						
44	WACKER	RD12A-90	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS	53	43	57						
45	CP	24030E	BACKHOE BUCKET TRENCH 24IN QC	6	31	106						
46	DEERE	135D	EXCAVATOR 28000-38000 LBS REDUCED TAIL	16	42	85						
47	FORD	F750	TRUCK CRANE SINGLE DSL 18 T	28	17	95						
48	FORD	F750	TRUCK DUMP DSL 5-6 YD	6	12	119						
49	DEERE	644K	WHEEL LOADER 4.0-4.5 YD STD BKT DSL	5	17	114						
50	DEERE	310J	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL	20	29	86						

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES

Leasing Options and Pricing Structure

PLEASE PROVIDE YOUR LEASING OPTIONS AND PRICING FOR ALL EQUIPMENT CATEGORIES INCLUDED IN YOUR RENTAL OFFERINGS

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES
Leasing Options and Pricing Structure

PLEASE PROVIDE YOUR PURCHASE OPTIONS AND PRICING FOR ALL EQUIPMENT CATEGORIES INCLUDED IN YOUR RENTAL/LEASING OFFERINGS

Contract N0. 2019000318
Vendor No. 20941

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of November, 2018 (the "Effective Date"), by and between Herc Rentals Inc., a corporation doing business in North Carolina (the
"Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

WHEREAS, the City awarded this Contract on September 24, 2018 to Company to provide Equipment Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **EXHIBITS.**
The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Herc Rentals in the Exhibits and Appendices shall be deemed to mean the Company.

1.1.	EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
1.2.	EXHIBIT B:	Scope of Services
1.3.	EXHIBIT C:	Charlotte Business INClusion Program
1.4.	EXHIBIT D:	Federal Contract Terms and Conditions

2. **DEFINITIONS.**
This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM**. The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all not to exceed charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed

by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.

8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
Finance - Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the

Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING**. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:
City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.
Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING**: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. **REPORTING**: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. **GENERAL WARRANTIES**. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Florida, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY: Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be

minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT**: All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.

19. **INSPECTION AT COMPANY'S SITE**: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. **PREPARATION FOR DELIVERY**:

    20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

    20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

    20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

21. **ACCEPTANCE OF PRODUCTS/SERVICES**: The Products shall be deemed to be accepted by the City upon delivery and subject to the terms and conditions of this Contract if City does not notify Company in writing within 48 hours of delivery of the Products of any problem with the Products. Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. **GUARANTEE**: Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS**: The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the rental documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will compensate the Company for any out of pocket costs paid by the Company to remove such liens or encumbrances.

24. **MANUFACTURER OR DEALER ADVERTISEMENT**: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER**: If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

    (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party.

26. **RIGHT TO WITHHOLD PAYMENT**: If Company breaches any provision of the Contract; the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

27. **OTHER REMEDIES**: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. **TERMINATION.**

    28.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

    28.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

    28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

    28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

    28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay

debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue), or if a** receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

28.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

28.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

28.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

28.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

28.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

28.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

28.8.3 Performing the transition service plan activities;

28.8.4 Answering questions regarding the products and services on an as-needed basis; and

28.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

29. **NO DELAY DAMAGES**: Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.

30. **MULTIPLE CONTRACT AWARDS**. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. **RELATIONSHIP OF THE PARTIES**. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. **INDEMNIFICATION**: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City,

including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

City will defend, indemnify and hold harmless Company, its subsidiaries, parent Company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

33. **INSURANCE**. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(C) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(D) Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(E) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **COMMERCIAL NON-DISCRIMINATION**.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may

result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA**. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. **WORK ON CITY'S PREMISES**. The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.

37. **BACKGROUND CHECKS**: The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

    a. Criminal records search,

    b. Identification verification; and

    c. Proof of authorization to work in the United States.

    The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE**. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

    38.1 Notify employees that the unlawful mannfacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

    38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

    38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

    38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES**. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Jason Osterbeek	Karen Ewing
Herc Rentals Inc.	Procurement Management Division
27500 Riverview Center Blvd.	600 East Fourth Street
Bonita Springs, FL 34134	Charlotte, NC 28202
Phone: 239-301-1157	Phone: 704-336-2992
Fax: 866-294-6490	Fax: 704-632-8254
E-mail: hercbids@hercrentals.com	E-mail: kewing@charlottenc.gov
With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING**: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE**: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. could not have been prevented by reasonable precaution;
B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY**.

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

42.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

42.1.5 Citizen or employee social security numbers collected by the City.

42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.

42.1.8 Any attorney / client privileged information disclosed by either party.

42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.

42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services

42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

42.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed

a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

42.3.1 Was already known to Company prior to being disclosed by the City;

42.3.2 Was or becomes publicly known through no wrongful act of Company;

42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

42.3.4 Was used or disclosed by Company with the prior written authorization of the City;

42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;

42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take

reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

44. MISCELLANEOUS

44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

44.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

44.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

44.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

44.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or

power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

44.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

44.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

44.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

44.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 27	"Other Remedies"
Section 28	"Termination"
Section 32	"Indemnification"
Section 33	"Insurance"
Section 39	"Notices"
Section 43	"Confidentiality"
Section 44	"Miscellaneous"

44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:

44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

44.14.2 NC Prohibition on Contracts with Company that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a

decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45. **CITY'S RESPONSIBILITIES.** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

    City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

    Company agrees to provide the equipment to City with full fuel tanks. City may return the equipment with full fuel tanks(s) or allow Company to refuel the equipment. If City returns the equipment with the fuel tank(s) less than full, City will pay to Company a sum equal to Company's then-applicable refueling service charge posted at the Company branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

46. **RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an uncontested, itemized invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either supplier's then prevailing reasonable hourly rate for labor, posted at the supplier branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to supplier for such repairs, as the case may be. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment.

47. **LIMITATION OF LIABILITY:** the parties agree that the maximum liability to which either party may be liable or responsible to the other party or any third party for any loss, damage or injury caused by, resulting from or in any way connected with the equipment and/or this contract shall be the total rental charges paid or payable by city under this contract. Both parties waive any and all consequential, indirect, special and punitive damages. This limitation of liability shall not apply to either party's indemnification obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY: HERC RENTALS INC.

BY: _____

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 9-11-18

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____

PRINT NAME: Sabrina Joy-Hogg

TITLE: Deputy City Manager

DATE: 10/1/18

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: _____

PRINT NAME: Christlee Gibson

TITLE: Insurance Manager

DATE: 9/22/18

Exhibit A
Discount Structure, Market Basket Pricing, Additional Fees and Incentives

This Discount Structure, Market Basket Pricing, and Additional Fees are an Exhibit to and is incorporated into the Contract between the City of Charlotte and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Company must maintain the following fixed percentage discounts off the Company's most current published price list for the life of the Contract. All charges by the Company to the City and/or any Participating Public Agency must not exceed the pricing included in this Exhibit.

The rebate structure offered by the Company will go into effect on January 1, 2019 for the calendar year 2019.

Participating Public Agencies (PPA) can elect to sign the Company's Platinum Pricing Program Agreement under which the PPA will be offered selective pricing levels by the Company in return for PPA's promise to rent equipment exclusively from the Company during the term of the contract, subject to laws and regulations controlling in the PPA's jurisdiction.

Rebates
We have added additional value to the program by offering a volume incentive rebate, effective January 1, 2019 to all PPA's as follows:

- $50,000 to $100,000 = 0.5%
- $100,001 to $250,000 = 1.0%
- $250,001 to $500,000 = 1.5%
- $500,001 to $750,000 = 2.0%
- $750,001 to $1,000,000 = 2.5%
- $1,000,001+ = 3.0%

PPAs will be eligible for this rebate beginning on January 1, 2019, and will be paid within ninety (90) days or sooner of calendar year end. Any agency that starts the program after the first of the year will be prorated. The program will reset every year on January 1st.
To receive the volume incentive the PPA must be in good credit standing with Herc and up to date with their payables.

Additional Savings
Herc is providing additional cost savings by removing our Environmental and Emissions Surcharge which equates to approximately 2% of every transaction and a cost Herc incurs to meet the highest standards of equipment and service. Herc is also waiving the vehicle licensing fee which saves customers up to $2.50 per day and absorbing the transportation surcharge as part of our delivery fees, equating to a 6% savings.

Emergency Response
Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification and water removal, as well as other solutions, depending on the event.
In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.

Exhibit B
Scope of Services

This Scope of Services is an Exhibit to and is incorporated into the Contract between the City of Charlotte ("City") and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

2.1 General Scope

The Company shall provide Rental Equipment and Services to the City and Participating Public Agencies ("PPA") that elect to nse this Contract.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the City. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the City and the PPA). The Company agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

2.2 Product Standards and Service Level Requirements

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

2.2.1 Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the PPA during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.

2.2.2 At the time the PPA takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a PPA without the signed receipt of acceptance of the equipment.

2.2.3 The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not snbmitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.

2.2.4 At the time of any rental of equipment under the terms of the resulting Contract, PPA representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. PPA representatives accepting equipment will not be authorized to obligate or

bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

2.3 Optional Purchase of Equipment

2.3.1 Purchase of New Equipment: All purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacture's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

2.3.2 Purchase of Used Equipment: All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the PPA making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

2.3.3 Purchase: Company shall provide a discount off of a catalog, published retail list or manufacturer's list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab).**

2.3.4 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies.

2.3.5 Additional Fees

Company shall provide prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:

1. Company must specify all delivery, setup, pickup and related fees.
2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

2.4 Price Adjustments.

All proposed priciug shall remaiu firm for the first year of the subsequent Contract (through December 31, 2019). Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

2.5 New Products aud Services

New Products and Services may be added to the Contract during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this Contract and include, but will not be limited to, new Product added to the

Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

2.6 Training

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

2.7 Installation

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

2.8 Safety

Company and installers or subcontractors performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.9 Delivery

Company will be responsible for the delivery, setup and pickup of all equipment to the City or Participating Public Agencies in compliance with agreed upon Contract terms. Timely delivery is important to the City and Participating Public Agencies.

2.10 Optional Work

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

2.11 Reports

Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the City upon request.

2.12 Prevailing Wages

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

Exhibit C
Charlotte Business INClusion Program

Charlotte Business INClusion Program
Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

Company is required to provide an MWSBE Participation Plan, describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

This Contract has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be $800,000 annually: The total work performed by MWSBEs in the aggregate.

Subcontracting
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN

RFP # 269-2018-047
Equipment Rentals and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be $800,000 annually.**

A list of current registered and certified MWSBEs can be found at: www.charlottebusinessinclusion.com.

Please indicate if **your company** is any of the following:

____ MBE ____WBE ____SBE

List Information for Each MWSBE to be Utilized on this Project *Copy this form as needed to list all MWSBE*	
Firm Name	Streeter Trucking
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000
Firm Name	Shoreline Trucking
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000
Firm Name	EASTWAY WRECKER SERVICE, INC.
Work to be Performed	Equipment Hauling

Dollar Amount	$25,000
Firm Name	RW Trucking, Inc
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000
Firm Name	Murphy Law Trucking, LLC
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000

Company Name: Herc Rentals Inc.

Representative (signed):

6/21/2018
Date

Jason Oosterbeek
Representative Name

Contract N0. 2019000318
Vendor No. 20941

CHARLOTTE BUSINESS INCLUSION

CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services

To be completed by the Prime Company:			
Name of Prime Company:	Herc Rentals Inc.	Vendor #:	
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134		
Contact Person:	Greg Reyburn	Email:	greg.reyburn@hercrentals.com
Telephone:	617-417-3736	Fax:	866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractors to provide hauling services.

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $_____

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	James Streeter Trucking	Vendor #:	
Address:	6824 Old Statesville Rd, Charlotte, NC 28269		
Contact Person:	James Streeter	Email:	streetertrucking@aol.com
Telephone:	(704) 509-1250	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	Shoreline Trucking	Vendor #:	
Address:	1736 Dickerson Blvd Ste-F Monroe, NC 28110		
Contact Person:	Horace Shaw	Email:	shorelinetruckingllc@gmail.com
Telephone:	(704) 526-7074	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	Eastway Wrecker Service Inc	Vendor #:	
Address:	2801 Wilkinson Blvd, Charlotte, NC 28208		
Contact Person:	Karen	Email:	Karen@eastwaywreckemc.com
Telephone:	(704) 393-3027	Fax:	

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, aad that the description and value of work to be performed by the MWSBE

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Contract N0. 2019000318
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	Signature and Title	Date:
MWSBE Subcontractor:	Signature and Title James Streeter Trucking	Date:
MWSBE Subcontractor:	Horace Shaw Owner Signature and Title Shoreline Trucking	Date: 9-12-19
MWSBE Subcontractor:	Signature and Title Eastway Wrecking Service Inc.	Date:

Scanned with CamScanner

Contract N0. 2019000318
Vendor No. 20941

CHARLOTTE BUSINESS INCLUSION
Connecting MWSBEs with opportunities

CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services

To be completed by the Prime Company:			
Name of Prime Company:	Herc Rentals Inc.	Vendor #:	
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134		
Contact Person:	Greg Reyburn	Email:	greg.reyburn@hercrentals.com
Telephone:	617-417-3736	Fax:	866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $_____

To be completed by [redacted]SBE Subcontractor:			
Name of MWSBE:	Cook Truck Equipment & Tools Inc.	Vendor #:	8795
Address:	2517 Starita Road, Charlotte, NC 28269		
Contact Person:	Joy Cook	Email:	Kashacooktruck@gmail.com
Telephone:	704 392-4138	Fax:	704-394-5445

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Contract N0. 2019000318
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	Signature and Title	Date:	
[redacted]SBE Subcontractor:	W. T. Cook president Signature and Title	Date:	9/19/2018
W.T. Cook,	Cook Truck Equipment & Tools Inc.		
MWSBE Subcontractor:	Signature and Title	Date:	
MWSBE Subcontractor:	Signature and Title	Date:	

Contract N0. 2019000318
Vendor No. 20941

CHARLOTTE BUSINESS INCLUSION
Connecting MWSBEs with opportunities

CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services

To be completed by the Prime Company:			
Name of Prime Company:	Herc Rentals Inc.	Vendor #:	
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134		
Contact Person:	Greg Reyburn	Email:	greg.reyburn@hercrentals.com
Telephone:	617-417-3736	Fax:	866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services.

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $_____

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	Donald Gardner's Paint & Body, Inc.	Vendor #:	74944
Address:	3300 Beam Rd, Charlotte, NC 28217		
Contact Person:	Susan Gardner	Email:	pntnbody@aol.com
Telephone:	(704) 527-4739	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Contract N0. 2019000318
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	Signature and Title	Date:	
MWSBE Subcontractor:	Susan L. Gardner / President Signature and Title Donald Gardner's Paint & Body, Inc.	Date:	Sept. 21, 2018
MWSBE Subcontractor:	Signature and Title	Date:	
MWSBE Subcontractor:	Signature and Title	Date:	

Contract N0. 2019000318
Vendor No. 20941

CHARLOTTE BUSINESS INCLUSION
Connecting MWSBEs with opportunities

CBI FORM 6: Payment Affidavit of Subcontractor Utilization

The Company shall submit this form monthly detailing aggregate payments to MWSBE Subcontractors.

Prime Company Name: _____ Contract #: _____

Contract Goods or Services: _____

Payment Period: _____ to _____

City Department(s): _____

Subcontractor	Certification (MBE, WBE, and/or SBE)	Vendor #	Description of Work Performed	# of Payments this Period	Payment Total

Please indicate the total amount invoiced to the City during this period: $_____

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been made to MWSBE subcontractors on this Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business INClusion Policy and may result in the sanctions prescribed therein.

This _____ day of _____ 20 _____

_____ _____

Signature Print Name and Title

To be completed by City:
Total Paid to Prime Company: $
Total Paid to MWSBEs: $

Overall MWSBE Goal: %
Overall MWSBE Commitment: %
MWSBE Goal Attainment this period: %

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION

RFP #269-2018-047 Equipment Rentals and Related Products and Services

All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Herc Rentals Inc.

BY: Jason Oosterbeek TITLE: Vice President

SIGNATURE OF AUTHORIZED OFFICIAL:

DATE: 6/21/2018

REQUIRED FORM 9 – DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

☒ **Option 1: I certify to all of the above statements.**

COMPANY NAME: Herc Rentals Inc.

BY: _____
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 6/21/2018

☐ **Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

COMPANY NAME: _____

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

Exhibit D
Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Contract to Provide Equipment Rentals and Related Products and Services (the "Contract") between the City of Charlotte and Herc Rentals Inc. ("Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension**. The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.

2. **Record Retention**. The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

3. **Procurement of Recovered Materials**. The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Clean Air Act and Federal Water Pollution Control Act**. Company agrees to comply with all applicable standards, orders or regulations issued pursnant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

5. **Energy Efficiency**. The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Company certifies that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services South, Inc.
Charlotte NC Office
1111 Metropolitan Avenue, Suite 400
Charlotte NC 28204 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE Property & Casualty Insurance Co.	20699
INSURER B:	ACE American Insurance Company	22667
INSURER C:	ACE Fire Underwriters Insurance Co.	20702
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
HERC Rentals Inc.
27500 Riverview Center Blvd
Bonita Springs FL 34134 USA

COVERAGES **CERTIFICATE NUMBER:** 570072954376 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			HDOG71095976	06/30/2018	06/30/2019	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISAH25159494	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $25,000			XOOG28131549003	06/30/2018	06/30/2019	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC65223715 Workers Comp (AOS)	06/30/2018	06/30/2019	X PER STATUTE OTH-ER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SCFC65223752 Workers Comp (WI)	06/30/2018	06/30/2019	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Charlotte is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of City of Charlotte in accordance with the policy provisions of the General Liability, Auto Liability, and Workers Compensation policy.
General Liability and Auto Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. General Liability and Auto Liability evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.
Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern

CERTIFICATE HOLDER

City of Charlotte
600 East Fourth Street, CMGC
9th Floor
Charlotte NC 28202-2850 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.

Holder Identifier :

Certificate No : 570072954376

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AGENCY CUSTOMER ID: 570000070531

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services South, Inc.		HERC Rentals Inc.
POLICY NUMBER See Certificate Number: 570072954376		
CARRIER See Certificate Number: 570072954376	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

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EXHIBIT B - State of Florida Price Sheet Category	Cat Class	Description	Price for Daily Rental	Price for Weekly Rental	Price for Monthly Rental
Concrete and Masonry - Rotary & Hammer Drills	100-1050	ROTARY HAMMER 1/4-1 IN SDS PLUS BATT	$44	$156	$330
Concrete and Masonry - Rotary & Hammer Drills	100-1090	ROTARY HAMMER 3/16-3/4IN SDS PLUS ELEC	$44	$156	$330
Concrete and Masonry - Rotary & Hammer Drills	100-1110	ROTARY HAMMER SDS MAX COMBO 1-9/16IN BAT	$44	$156	$330
Concrete and Masonry - Rotary & Hammer Drills	100-1140	ROTARY HAMMER SDS MAX COMBO 1/2-6IN ELEC	$53	$188	$395
Concrete and Masonry - Rotary & Hammer Drills	100-1150	ROTARY HAMMER SDS MAX COMBO 1/2-3IN ELEC	$53	$188	$395
Contractor and Industrial - Electric Breakers	100-1250	BREAKER 20-24LB ELEC	$53	$188	$395
Contractor and Industrial - Electric Breakers	100-1260	BREAKER 25-29LB ELEC	$61	$219	$462
Contractor and Industrial - Electric Breakers	100-1270	BREAKER 30-39LB ELEC	$75	$266	$561
Contractor and Industrial - Battery Breakers	100-1275	BREAKER 30-39LB BATTERY	$88	$312	$659
Contractor and Industrial - Electric Breakers	100-1300	BREAKER 60-69LB ELEC	$88	$312	$659
Contractor and Industrial - Electric Breakers	100-1320	CART FOR ELECTRIC BREAKER	$58	$203	$429
Concrete and Masonry - Rotary & Hammer Drills	100-1410	CONCRETE SCANNER IMAGE DETECTION SYSTEM	$488	$1,465	$4,394
Concrete and Masonry - Core Drills	100-1420	CORE DRILL UP TO 3IN HAND HELD ELEC	$84	$297	$626
Concrete and Masonry - Core Drills	100-1440	CORE DRILL UPTO 6IN HAND HELD/STAND ELEC	$88	$312	$659
Concrete and Masonry - Core Drills	100-1470	CORE DRILL UP T0 12IN STAND ELEC	$101	$359	$758
Contractor and Industrial - Horizontal Drills	100-1550	DRILL 1/2IN ELEC	$18	$62	$132
Contractor and Industrial - Horizontal Drills	100-1570	DRILL 3/8IN BATTERY	$18	$62	$132
Concrete and Masonry - Concrete Mixers	100-1620	CONCRETE MIXER 3-5CU. FT. PORTABLE ELEC	$53	$188	$395
Concrete and Masonry - Concrete Mixers	100-1690	CONCRETE MIXER 9 CU. FT. TOWABLE GAS	$84	$297	$626
Concrete and Masonry - Concrete Mixers	100-1710	CONCRETE MIXER 12 CU. FT. TOWABLE GAS	$93	$328	$692
Concrete and Masonry - Mortar Mixers	100-1720	MORTAR MIXER 4 CU. FT. PORTABLE ELEC	$58	$203	$429
Concrete and Masonry - Mortar Mixers	100-1740	MORTAR MIXER 6 CU. FT. TOWABLE GAS	$84	$297	$626
Concrete and Masonry - Mortar Mixers	100-1750	MORTAR MIXER 7 CU. FT. TOWABLE GAS	$84	$297	$626
Concrete and Masonry - Mortar Mixers	100-1760	MORTAR MIXER 8 CU. FT. TOWABLE GAS	$84	$297	$626
Concrete and Masonry - Mortar Mixers	100-1770	MORTAR MIXER 9 CU. FT. TOWABLE GAS	$84	$297	$626
Concrete and Masonry - Mortar Mixers	100-1780	MORTAR MIXER 12 CU. FT. TOWABLE GAS	$93	$328	$692
Bulk & Miscellaneous	100-1805	TILT DEBRIS CART 650LB GAS	$119	$419	$963
Concrete and Masonry - Buggies	100-1850	CONCRETE W/B PUSH BUGGY 6 CU FT	$22	$78	$165
Concrete and Masonry - Rotary & Hammer Drills	100-1862	CONCRETE WHEEL BUGGY 8-10 CU FT BATT	$88	$255	$571
Concrete and Masonry - Buggies	100-1864	CONCRETE WHEEL BUGGY 11-12 CU FT BATT	$147	$366	$913
Concrete and Masonry - Buggies	100-1865	CONCRETE WHEEL BUGGY 16 CU FT. LPG	$163	$578	$1,219
Concrete and Masonry - Buggies	100-1870	CONCRETE WHEEL BUGGY 16 CU FT GAS	$145	$449	$828
Concrete and Masonry - Buggies	100-1885	CONCRETE TRACK BUGGY 12 CU FT GAS	$163	$578	$1,219
Concrete and Masonry - Buggies	100-1890	CONCRETE TRACK BUGGY 16 CU FT GAS	$163	$578	$1,219
Concrete and Masonry - Concrete Buckets	100-1910	CONCRETE BUCKET 3/4 YD	$40	$101	$264
Concrete and Masonry - Concrete Buckets	100-1920	CONCRETE BUCKET 1 YD	$40	$101	$264
Concrete and Masonry - Concrete Buckets	100-1930	CONCRETE BUCKET 1-1/2 YD	$58	$140	$377
Concrete and Masonry - Concrete Buckets	100-1940	CONCRETE BUCKET 2 YD	$66	$172	$392
Concrete and Masonry - Rebar Cutters	100-1950	CUTTER REBAR UP TO 1 IN	$58	$203	$429
Concrete and Masonry - Vibrators	100-2110	CONCRETE VIBRATOR 1HP ELEC	$58	$203	$429
Concrete and Masonry - Vibrators	100-2120	CONCRETE VIBRATOR 2HP ELEC	$58	$203	$429
Concrete and Masonry - Vibrators	100-2130	CONCRETE VIBRATOR 3HP ELEC	$58	$203	$429
Concrete and Masonry - Vibrators	100-2230	HIGH FREQ INTERNAL CONCRETE VIBRATOR	$75	$266	$561
Concrete and Masonry - Vibrators	100-2360	CONCRETE VIBRATOR BACKPACK GAS	$61	$219	$462
Concrete and Masonry - Screeds	100-2500	CONCRETE SCREED PORTABLE 10-16FT GAS	$71	$250	$527
Concrete and Masonry - Trowels	100-2595	CONCRETE TROWEL MACHINE 24IN W/B GAS	$75	$266	$561
Concrete and Masonry - Trowels	100-2600	CONCRETE TROWEL MACHINE 36IN W/B GAS	$75	$266	$561
Concrete and Masonry - Trowels	100-2610	CONCRETE TROWEL MACHINE 46IN W/B GAS	$84	$297	$626
Concrete and Masonry - Trowels	100-2620	CONCRETE TROWEL MACHINE 48IN W/B GAS	$84	$297	$626
Concrete and Masonry - Trowels	100-2650	CONCRETE TROWEL 96IN POWER RIDE-ON GAS	$219	$781	$1,648
Concrete and Masonry - Handheld Cutoff Saws	100-2700	CONCRETE CUTOFF SAW 12IN DUSTLES HH ELEC	$53	$188	$395
Concrete and Masonry - Handheld Cutoff Saws	100-2705	CONCRETE CUTOFF SAW 12IN HAND HELD BATT	$88	$287	$666
Concrete and Masonry - Handheld Cutoff Saws	100-2710	CONCRETE CUTOFF SAW 14IN HAND HELD ELEC	$53	$188	$395
Concrete and Masonry - Handheld Cutoff Saws	100-2720	CONCRETE CUTOFF SAW 12IN HAND HELD GAS	$66	$234	$494
Concrete and Masonry - Handheld Cutoff Saws	100-2730	CONCRETE CUTOFF SAW 14IN HAND HELD GAS	$66	$234	$494
Concrete and Masonry - Handheld Cutoff Saws	100-2740	CONCRETE CUTOFF SAW 16IN HAND HELD GAS	$75	$266	$561
Concrete and Masonry - Vibrators	100-2775	CONCRETE CUTNBRK SAW 14IN HAND HELD ELEC	$56	$195	$429
Concrete and Masonry - Handheld Cutoff Saws	100-2780	CONCRETE CUTNBRK SAW 16IN HAND HELD GAS	$66	$234	$494
Concrete and Masonry - Walk-Behind Saws	100-2800	CONCRETE PUSH W/B SAW 0-9 HP GAS SOFFCUT	$98	$331	$691
Concrete and Masonry - Walk-Behind Saws	100-2810	CONCRETE PUSH W/B SAW 10-19 HP GAS	$75	$266	$561
Concrete and Masonry - Walk-Behind Saws	100-2820	CONCRETE SELFPROP W/B SAW 10-19 HP GAS	$111	$391	$824
Concrete and Masonry - Walk-Behind Saws	100-2840	CONCRETE SELFPROP W/B SAW 20-29 HP GAS	$132	$469	$990
Concrete and Masonry - Walk-Behind Saws	100-2850	CONCRETE SELFPROP W/B SAW 30-39 HP GAS	$216	$664	$1,385
Concrete and Masonry - Walk-Behind Saws	100-2870	CONCRETE PUSH WB SAW 0-9 HP ELEC 240V 1P	$88	$312	$659
Concrete and Masonry - Walk-Behind Saws	100-2895	CONCRETE SELFPROP W/B SAW 20-29 HP LPN	$140	$500	$1,062
Concrete and Masonry - Walk-Behind Saws	100-2910	CONCRETE SELFPROP W/B SAW 40 - 49 HP DSL	$281	$777	$1,612
Concrete and Masonry - Walk-Behind Saws	100-2925	CONCRETE SELFPROP W/B SAW 70 - 79 HP DSL	$435	$1,152	$2,381
Concrete and Masonry - Walk-Behind Saws	100-2950	CONCRETE EARLY ENTRY SAW PUSH 6IN GAS	$119	$422	$890
Concrete and Masonry - Tile Saws	100-3070	CONCRETE BRICK SAW 14IN ELEC	$79	$281	$593
Concrete and Masonry - Tile Saws	100-3080	CONCRETE BRICK SAW 14IN GAS	$79	$281	$593
Concrete and Masonry - Tile Saws	100-3220	TILE AND STONE COMBICUT SAW 10IN ELEC	$58	$203	$429
Concrete and Masonry - Tile Saws	100-3230	TILE SAW UP TO 10IN ELEC	$58	$203	$429
Concrete and Masonry - Curb Molding Machines	100-3410	CURB MOLDING MACHINE GAS	$343	$957	$2,168

Floor Care and Surface Prep - Floor Strippers	100-4000	FLOOR SCRAPER W/B 120LB ELEC	$102	$408	$919
Floor Care and Surface Prep - Floor Strippers	100-4025	FLOOR SCRAPER W/B 500LB ELEC	$441	$1,322	$2,832
Floor Care and Surface Prep - Floor Strippers	100-4030	FLOOR SCRAPER RIDE-ON BATTERY 2300LB	$928	$2,783	$5,371
Floor Care and Surface Prep - Floor Strippers	100-4035	FLOOR SCRAPER RIDE-ON BATTERY 2800LB	$1,253	$3,613	$7,328
Floor Care and Surface Prep - Floor Strippers	100-4040	FLOOR SCRAPER RIDE-ON 2850LB LP	$1,253	$3,613	$8,344
Floor Care and Surface Prep - Concrete Grinders	100-4220	GRINDER CONCRETE FLOOR 22IN DUAL115/230V	$132	$498	$990
Floor Care and Surface Prep - Concrete Grinders	100-4230	GRINDER CONCRETE FLOOR 9-11" SINGLE 115V	$111	$415	$824
Floor Care and Surface Prep - Concrete Grinders	100-4235	GRINDER CONCRETE EDGE 7IN 115V 1PH	$111	$415	$824
Concrete and Masonry	100-4236	GRINDER CONCRETE EDGE 11IN 230V 1PH	$152	$664	$1,465
Floor Care and Surface Prep - Concrete Grinders	100-4237	GRINDER CONCRETE FLOOR 18IN SINGLE 120V	$219	$830	$1,648
Concrete and Masonry - Buggies	100-4239	GRINDER CONCRETE FLOOR 16IN 240V 1PH	$181	$698	$1,628
Floor Care and Surface Prep - Concrete Grinders	100-4250	GRINDER CONCRETE FLOOR 10IN SINGLE GAS	$132	$498	$990
Concrete and Masonry	100-4255	GRINDER CONCRETE FLOOR 16IN GAS	$219	$830	$1,648
Floor Care and Surface Prep - Concrete Grinders	100-4260	GRINDER CONCRETE FLOOR 22IN DUAL GAS	$132	$498	$990
Concrete and Masonry	100-4275	GRINDER CONCRETE FLOOR 20IN 240V 1PH	$302	$1,023	$2,372
Concrete and Masonry	100-4281	GRINDER CONCRETE FLOOR 26IN LPG	$434	$1,523	$3,813
Concrete and Masonry	100-4282	GRINDER CONCRETE FLOOR 32IN 480V 3PH MAN	$581	$1,953	$5,713
Floor Care and Surface Prep - Concrete Grinders	100-4290	GRINDER CONCRETE CEILING W/HEPA VAC 120V	$49	$145	$238
Concrete and Masonry	100-4295	CONCRETE SCARIFIER PLANER 8IN 115V	$264	$977	$1,905
Floor Care and Surface Prep - Concrete Planers	100-4300	CONCRETE SCARIFIER PLANER 8IN 230V 1PH	$264	$977	$1,905
Floor Care and Surface Prep - Concrete Planers	100-4310	CONCRETE SCARIFIER PLANER 8IN GAS	$264	$977	$1,905
Floor Care and Surface Prep - Concrete Planers	100-4320	CONCRETE SCARIFIER PLANER 10IN GAS	$264	$977	$1,905
Floor Care and Surface Prep - Scabblers	100-4400	SCABBLER HANDHELD AIR	$53	$158	$404
Floor Care and Surface Prep - Scabblers	100-4410	SCABBLER WALK BEHIND 29 IN AIR	$219	$485	$985
Contractor and Industrial - Die Grinders	100-4510	GRINDER DIE 2-1/2 IN ELEC	$14	$35	$70
Concrete and Masonry	100-4560	GRINDER POLISH DIAMOND 5IN DUSTLESS ELEC	$47	$111	$264
Contractor and Industrial - Diamond Grinders	100-4570	GRINDER DIAMOND 6IN DUSTLESS ELEC	$101	$359	$758
Floor Care and Surface Prep - Scalers	100-4620	FLOOR SCALER CHISEL AIR	$35	$96	$238
Floor Care and Surface Prep - Scalers	100-4630	SCALER NEEDLE SCALER FLUX AIR	$18	$50	$132
Floor Care and Surface Prep - Shot Blasters	100-4700	SHOT BLASTER CONCRETE 8 IN 120V W/B	$374	$1,175	$2,143
Concrete and Masonry	100-4705	SHOT BLASTER CONCRETE 10IN 240V 3PH W/B	$811	$1,621	$5,605
Contractor and Industrial - Right Angle Grinders	100-4810	GRINDER R-ANGLE 4-1/2IN ELEC	$14	$35	$70
Contractor and Industrial - Right Angle Grinders	100-4820	GRINDER RIGHT ANGLE 5 IN ELEC	$14	$35	$70
Contractor and Industrial - Right Angle Grinders	100-4840	GRINDER RIGHT ANGLE 7 IN ELEC	$14	$35	$70
Contractor and Industrial - Sanders	100-4970	SANDER DISC 7 IN ELEC	$14	$47	$99
Floor Care and Surface Prep - Drum Type Floor Sanders	100-5020	SANDER ORBITAL 12 IN FLOOR DUST CONTROL	$53	$199	$395
Contractor and Industrial - Drywall Sanders	100-5060	SANDER DRYWALL 9 IN HEAD 62 IN REACH	$44	$156	$330
Floor Care and Surface Prep - Sandblasters	100-5160	ABRASIVE BLASTING POT 3.5 CU FT	$79	$225	$512
Contractor and Industrial - Floor Nailers	100-5165	ABRASIVE BLASTING POT 6.5 CU FT	$140	$419	$1,582
Contractor and Industrial - Floor Nailers	100-5210	NAILER FLOORING AIR	$35	$125	$264
Floor Care and Surface Prep - Drum Type Floor Sanders	100-5310	SANDER DRUM 8 IN ELECTRIC	$53	$199	$395
Floor Care and Surface Prep - Floor Edger	100-5320	SANDER FLOOR EDGER 7 IN ELECTRIC	$35	$133	$264
Floor Care and Surface Prep - Floor Buffer & Polishers	100-5400	BUFFER 13IN ELECTRIC	$32	$116	$231
Floor Care and Surface Prep - Floor Buffer & Polishers	100-5410	BUFFER 17IN ONE SPEED 175 RPM 120V	$44	$166	$330
Floor Care and Surface Prep - Floor Buffer & Polishers	100-5420	BUFFER 20IN DUAL SPEED 175/320 RPM 120V	$53	$199	$395
Floor Care and Surface Prep - Floor Buffer & Polishers	100-5430	BURNISHER 20IN HIGH SPEED ELECTRIC	$53	$199	$395
Concrete and Masonry	100-5435	BURNISHER 28IN HIGH SPEED LP	$222	$431	$1,217
Contractor and Industrial - Paint Sprayers	100-5500	SPRAYER PAINT STANDARD AIRLESS	$88	$309	$552
Contractor and Industrial - Paint Sprayers	100-5510	SPRAYER PAINT MEDIUM AIRLESS	$66	$234	$494
Contractor and Industrial - Paint Sprayers	100-5515	SPRAYER PAINT PAVEMENT STRIPER GAS	$186	$703	$1,495
Contractor and Industrial - Air Nailers	100-5620	NAILER FRAMING AIR	$26	$94	$198
Contractor and Industrial - Air Nailers	100-5630	NAILER FINISHING AIR	$26	$94	$198
Contractor and Industrial - Air Nailers	100-5640	NAILER ROOFING AIR	$26	$94	$198
Contractor and Industrial - Staplers	100-5650	STAPLER FLOORING AIR	$26	$94	$198
Contractor and Industrial - Floor Nailers	100-5670	NAILER SIDING AIR	$26	$94	$198
Contractor and Industrial - Right Angle Drills	100-6000	DRILL 1/2 IN RIGHT ANGLE ELECTRIC	$22	$78	$165
Contractor and Industrial - Screw Guns	100-6100	SCREWGUN	$14	$39	$73
Contractor and Industrial - Hand Planers	100-6200	PLANER BENCH 12 IN ELEC	$66	$195	$359
Contractor and Industrial - Circular Saws	100-6510	SAW CIRCULAR 7 1/4IN BLADE ELEC	$18	$62	$132
Contractor and Industrial - Circular Saws	100-6530	SAW CIRCULAR 16 IN ELEC	$44	$156	$330
Contractor and Industrial - Circular Saws	100-6540	SAW WORM DRIVE TYPE 7-1/4IN ELEC	$18	$62	$132
Contractor and Industrial - Cordless Reciprocating Saws	100-6570	SAW RECIPROCATING HAND ELEC	$18	$62	$132
Contractor and Industrial - Miter Saws	100-6620	SAW MITER SLIDE COMPOUND 12 IN ELEC	$40	$140	$297
Contractor and Industrial - Stationary Chop Saws	100-6640	SAW CHOP 14IN BLADE ELEC	$35	$125	$264
Contractor and Industrial - Portable Table Saws	100-6650	SAW TABLE 10IN BLADE ELEC	$40	$140	$297
Contractor and Industrial - Portable Band Saws	100-6710	SAW BANDSAW HAND ELEC	$35	$125	$264
Contractor and Industrial - Stud Guns	100-6810	STUD GUN FASTENER	$40	$140	$297
Contractor and Industrial - Wallpaper Removers	100-7010	WALLPAPER REMOVER LARGE	$32	$110	$231
Material Handling - Drywall Lifts	100-7030	SHEETROCK JACK	$32	$110	$231
Contractor and Industrial - Siding Brakes	100-7040	SIDING BRAKE	$18	$39	$92
Contractor and Industrial - Metal Detectors	100-7050	METAL DETECTOR FERROUS	$35	$125	$264
Contractor and Industrial - Metal Detectors	100-7060	METAL DETECTOR TREASURE	$18	$51	$132
Contractor and Industrial - DNS	100-7090	JEEPER PIPE INSPECTOR	$22	$59	$165
Contractor and Industrial - Levels	100-7110	LEVEL OPTICAL TRANSIT	$35	$90	$238
Contractor and Industrial - Levels	100-7140	LEVEL LASER PIPE	$145	$375	$809
Contractor and Industrial - Levels	100-7160	LEVEL LASER VISIBLE	$58	$203	$429
Contractor and Industrial - Miscellaneous Shop Equipment	100-7250	SNIFFER CONFINED SPACE 4-GAS DETECTOR	$73	$204	$578

Concrete and Masonry - Walk-Behind Saws	100-7525	CABLE CUTTER 2IN HAND HELD BATTERY	$47	$132	$395
Contractor and Industrial - Pipe Benders	100-7530	CONDUIT BENDING TABLE	$98	$195	$391
Contractor and Industrial - Confined Space Rescue Kits	100-8220	SAFETY CONFINED SPACE ENTRY TRIPOD	$79	$203	$512
Contractor and Industrial - Retractable Lifelines	100-8230	SAFETY WINCH EVAC 50	$26	$74	$165
Bulk & Miscellaneous	100-8235	SAFETY LIFELINE 65	$71	$140	$277
Contractor and Industrial - Retractable Lifelines	100-8240	FALL PROTECTION SELF-RETRACTING YOYO 60	$32	$110	$314
Bulk & Miscellaneous	100-8260	RESCUE TRIPOD 7FT	$128	$252	$720
Fall Protection	100-8280	FALL PROTECTION TOWER INDOOR PUSH/PULL	$326	$928	$2,285
Fall Protection	100-8290	FALL PROTECTION ROLLING DECK EDGE SYSTEM	$186	$371	$1,074
Concrete and Masonry - Walk-Behind Saws	105-1605	VACUUM BACKPACK	$23	$72	$200
Floor Care and Surface Prep - Wet & Dry Vacuums	105-1630	VACUUM WET/DRY 6-9 GALLON 110-150CFM	$22	$83	$165
Floor Care and Surface Prep - Wet & Dry Vacuums	105-1650	VACUUM WET/DRY 10-15 GALLON 135CFM	$26	$100	$198
Floor Care and Surface Prep - Wet & Dry Vacuums	105-1700	VACUUM WET/DRY INDUSTRIAL 55 GAL AIR	$44	$166	$330
Floor Care and Surface Prep - Wet & Dry Vacuums	105-1705	VACUUM COREDRILL WATER MANAGEMENT SYSTEM	$49	$166	$330
Floor Care and Surface Prep - Dust Extraction Vacuums	105-1715	VACUUM CANISTER DRY 150 CFM 120V 1PH	$28	$112	$255
Floor Care and Surface Prep - Dust Extraction Vacuums	105-1725	VACUUM CANISTER DRY 200 CFM 120V 1PH	$42	$162	$371
Floor Care and Surface Prep - Dust Extraction Vacuums	105-1735	VACUUM DROP BAG DRY 200 CFM 120V 1PH	$42	$162	$371
Floor Care and Surface Prep - Dust Extraction Vacuums	105-1740	VACUUM DROP BAG DRY 250 CFM 120V 1PH	$42	$162	$371
Floor Care and Surface Prep - Dust Extraction Vacuums	105-1743	VACUUM DROP BAG DRY 300 CFM 240V 1PH	$83	$317	$733
Floor Care and Surface Prep - Dust Extraction Vacuums	105-1744	VACUUM DROP BAG DRY 300 CFM LP	$83	$317	$733
Floor Care and Surface Prep - Dust Extraction Vacuums	105-1745	VACUUM CANISTER DRY 300 CFM 120V 1PH	$42	$162	$371
Floor Care and Surface Prep - Dust Extraction Vacuums	105-1746	VACUUM DROP BAG DRY 300 CFM 120V 1PH	$42	$162	$371
Floor Care and Surface Prep - Dust Extraction Vacuums	105-1747	VACUUM DROP BAG DRY 350 CFM 480V 3PH	$137	$420	$1,221
Concrete and Masonry - Walk-Behind Saws	105-1749	VACUUM DROP BAG DRY SILICA 400 CFM LP	$121	$367	$1,074
Floor Care and Surface Prep - Wet & Dry Vacuums	105-1800	VACUUM WATER EXTRACTOR W/AUTO PUMPOUT	$79	$225	$494
Contractor and Industrial - Cold Water Pressure Washers	105-2000	WASHER 1000-1999 PSI GAS	$71	$250	$527
Contractor and Industrial - Cold Water Pressure Washers	105-2010	WASHER 1000 PSI ELEC 120V 12.5-15AMP	$71	$250	$527
Contractor and Industrial - Cold Water Pressure Washers	105-2015	WASHER SURFACE 1500 PSI ELEC 120V 19AMP	$71	$283	$603
Contractor and Industrial - Cold Water Pressure Washers	105-2020	WASHER 2000-2999 PSI GAS	$71	$250	$527
Contractor and Industrial - Cold Water Pressure Washers	105-2040	WASHER 3000 PSI DSL	$105	$375	$791
Contractor and Industrial - Cold Water Pressure Washers	105-2050	WASHER 3000-3999 PSI GAS	$88	$312	$659
Contractor and Industrial - Cold Water Pressure Washers	105-2060	WASHER 4000-4999 PSI GAS	$88	$312	$659
Concrete and Masonry - Walk-Behind Saws	105-2065	WASHER 4000 PSI DUAL WAND & ROTARY GAS	$123	$437	$952
Contractor and Industrial - Cold Water Pressure Washers	105-2070	WASHER 5000-5999 PSI GAS	$123	$437	$952
Contractor and Industrial - Hot Water Pressure Washers	105-2505	WASHER 1000-1999 PSI HOT WATER ELEC	$140	$500	$879
Contractor and Industrial - Hot Water Pressure Washers	105-2515	WASHER 3000-3999 PSI HOT WATER GAS	$158	$563	$1,187
Contractor and Industrial - Pressure Washers with Water Tank & T	105-2800	WASHER TRAILER MOUNTED 3000 PSI DSL	$277	$664	$1,362
Contractor and Industrial - Hot Water Pressure Washers	105-2805	WASHER TRAILER NO TANK 3-4K PSI HOT GAS	$256	$632	$1,297
Contractor and Industrial - Pressure Washers with Water Tank & T	105-2810	WASHER TRAILER W/TANK 3-4K PSI HOT GAS	$277	$664	$1,362
Contractor and Industrial - Pressure Washers with Water Tank & T	105-2830	WASHER TRAILER MNT 3000-3999PSI HOT DSL	$277	$664	$1,362
Contractor and Industrial - Street Sweepers	105-3000	SWEEPER CONTRUCTION RIDE ON 3 WHEEL	$272	$676	$1,483
Contractor and Industrial - Street Sweepers	105-3020	SWEEPER CONTRUCTION RIDE ON 4 WHEEL CAB	$330	$820	$2,051
Floor Care and Surface Prep - Floor Sweepers	105-3500	KOMBI POWERHEAD UNIT GAS	$33	$130	$292
Floor Care and Surface Prep - Floor Sweepers	105-3580	SWEEPER W/B PUSH 25 IN PATH BATTERY	$162	$441	$967
Floor Care and Surface Prep - Floor Sweepers	105-3585	SWEEPER W/B SELF-PROP 28-30 IN PATH BATT	$180	$511	$1,187
Floor Care and Surface Prep - Floor Sweepers	105-3590	SWEEPER W/B SELF-PROP 34 IN PATH BATTERY	$204	$575	$1,475
Floor Care and Surface Prep - Floor Sweepers	105-3596	SWEEPER W/B 36 IN PATH GAS	$103	$138	$442
Floor Care and Surface Prep - Floor Sweepers	105-3598	SWEEPER MICRO 38-41IN PATH RIDE-ON BATT	$270	$835	$2,109
Floor Care and Surface Prep - Floor Sweepers	105-3600	SWEEPER MID-SIZED 50 IN RIDE-ON LP	$352	$964	$2,344
Floor Care and Surface Prep - Floor Sweepers	105-3605	SWEEPER MID-SIZED 60 IN RIDE-ON BATTERY	$371	$1,193	$2,511
Floor Care and Surface Prep - Floor Sweepers	105-3610	SWEEPER LARGE 62 IN RIDE-ON LP	$418	$1,188	$2,539
Floor Care and Surface Prep - Floor Sweepers	105-3615	SWEEPER LARGE 62 IN RIDE-ON DSL	$603	$1,594	$3,892
Floor Care and Surface Prep - Floor Scrubbers	105-3702	SCRUBBER W/B 14-15 IN PATH BATTERY	$112	$288	$747
Floor Care and Surface Prep - Floor Scrubbers	105-3710	SCRUBBER W/B 20 IN PATH BATTERY	$222	$632	$1,538
Floor Care and Surface Prep - Floor Scrubbers	105-3715	SCRUBBER W/B 32 IN PATH BATTERY DISC	$259	$742	$1,855
Floor Care and Surface Prep - Floor Scrubbers	105-3717	SCRUBBER STAND-ON 24-26 IN PATH BATTERY	$287	$861	$1,948
Floor Care and Surface Prep - Floor Scrubbers	105-3719	SCRUBBER RIDE-ON 26-28IN PATH BATT DISC	$348	$928	$2,153
Floor Care and Surface Prep - Floor Scrubbers	105-3720	SCRUBBER RIDE-ON 36-39 IN PATH CYL BATT	$371	$975	$2,412
Floor Care and Surface Prep - Floor Scrubbers	105-3740	SCRUBBER RIDE-ON 40-54 IN PATH CYL LP	$464	$1,335	$3,101
Floor Care and Surface Prep - Floor Scrubbers	105-3760	SWEEPER/SCRUBBER INDUST RIDE-ON LPG 40IN	$511	$1,447	$3,618
Floor Care and Surface Prep - Floor Scrubbers	105-3765	SWEEPER/SCRUBBER INDUST RIDE-ON LPG 48IN	$672	$1,933	$4,218
Contractor and Industrial - Leaf & Debris Vacuums	105-3800	VACUUM WALK BEHIND LEAF	$71	$258	$692
Floor Care and Surface Prep - Carpet Cleaners	105-3810	CARPET EXTRACTOR/CLEANER PORTABLE	$35	$133	$264
Floor Care and Surface Prep - Carpet Cleaners	105-3815	CARPET EXTRACTOR/CLEANER PORTABLE W/HEAT	$47	$176	$395
Floor Care and Surface Prep - Floor Sweepers	105-3816	CARPET EXTRACTOR/CLEANER WALKBEHIND	$65	$195	$369
Contractor and Industrial - Portable Lights	110-1550	LIGHT STAND LED 1-LAMP FLOOD	$18	$69	$137
Concrete and Masonry - Walk-Behind Saws	110-1553	LIGHT CART LED 200 WATT 1-LAMP	$44	$75	$219
Concrete and Masonry - Walk-Behind Saws	110-1555	LIGHT CART LED 300-400 WATT 2-LAMP	$63	$117	$293
Contractor and Industrial - Portable Lights	110-1570	LIGHT WOBBLE LED 36IN	$35	$132	$273
Lighting - Portable Lights	110-1575	LIGHT LED 360 DEGREE TRIPOD 115V	$15	$39	$98
Contractor and Industrial - Portable Lights	110-1577	LIGHT LED 360 DEGREE TRIPOD BATTERY	$20	$49	$137
Contractor and Industrial - Portable Lights	110-1580	LIGHT BALLOON LAMP LED 300/575 WATT	$67	$147	$386
Contractor and Industrial - Explosion Proof Lighting	110-1582	LIGHT BALLOON LAMP 1000 WATT LED	$63	$93	$279
Contractor and Industrial - Portable Lights	110-1590	LIGHT BALLOON LAMP 1000 WATT HALIDE	$67	$147	$386
Contractor and Industrial - Explosion Proof Lighting	110-2000	LIGHT DROP LED 120V HAZ LOC	$8	$24	$69
Contractor and Industrial - Explosion Proof Lighting	110-2010	LIGHT FLOOD INCAN 110V HAZ LOC ELEC	$44	$117	$342
Concrete and Masonry - Walk-Behind Saws	110-2015	LIGHT AREA LED W/TRIPOD HAZ LOC	$59	$176	$527

Contractor and Industrial - Explosion Proof Lighting	110-2030	LIGHT BRICK LED HAZ LOC	$132	$362	$1,016
Concrete and Masonry - Walk-Behind Saws	110-2043	LIGHT TUBULAR LED FOR INSPECTION HAZ LOC	$15	$44	$156
Contractor and Industrial - Explosion Proof Lighting	110-2044	LIGHT FLOOD LED H/L 40W CLS 1 DIV 1	$88	$265	$502
Contractor and Industrial - Explosion Proof Lighting	110-2050	LIGHT STRING LED 100FT HAZ LOC	$119	$316	$890
Concrete and Masonry - Walk-Behind Saws	110-2055	LIGHT STRING 80FT LED 12V HAZ LOC	$93	$203	$395
Contractor and Industrial - Explosion Proof Lighting	110-2080	LIGHT STRING INCAN 12V HAZ LOC	$140	$381	$1,016
Contractor and Industrial - Explosion Proof Lighting	110-2110	LIGHT WORK INCAN 120V/12V HAZ LOC	$40	$140	$297
Contractor and Industrial - Tillers	115-1500	TILLER 1 HP 10IN WIDTH HAND HELD	$35	$125	$264
Contractor and Industrial - Tillers	115-1550	TILLER 4-5 HP 20-26IN WIDTH MID TINE	$61	$219	$462
Contractor and Industrial - Tillers	115-1570	TILLER 6-8 HP 18-20IN WIDTH REAR TINE	$61	$219	$462
Contractor and Industrial - Tillers	115-1590	TILLER 9-13 HP 18-20IN WIDTH REAR TINE	$119	$422	$890
Contractor and Industrial - Sod Cutters	115-1700	SOD CUTTER 12IN CUT W/B	$84	$297	$626
Contractor and Industrial - Sod Cutters	115-1710	SOD CUTTER 18IN CUT W/B	$84	$297	$626
Contractor and Industrial - Thatchers	115-1770	DETHATCHER 20-22IN WALKBEHIND	$73	$259	$542
Contractor and Industrial - Aerators	115-1810	AERATOR 10-19IN WIDTH WALKBEHIND	$78	$273	$561
Contractor and Industrial - Aerators	115-1820	AERATOR 20-29IN WIDTH WALKBEHIND	$117	$420	$879
Contractor and Industrial - Aerators	115-1840	AERATOR 20-29 IN WIDTH RIDE ON	$215	$713	$1,880
Contractor and Industrial - Overseaders	115-1850	OVERSEEDER WALKBEHIND GAS	$114	$332	$805
Contractor and Industrial - Seeders	115-1880	HYDRO SEEDER TRAILER MNT 600-700 GALLON	$415	$1,084	$3,081
Contractor and Industrial - Lawn Edgers	115-1950	EDGER LAWN	$44	$156	$293
Contractor and Industrial - Bed Edgers	115-1960	BED EDGER	$84	$254	$567
Contractor and Industrial - Hedge Trimmers	115-2020	HEDGE TRIMMER 24IN ELEC	$32	$105	$216
Contractor and Industrial - Hedge Trimmers	115-2060	HEDGE TRIMMER 24IN GAS	$40	$140	$257
Contractor and Industrial - Hedge Trimmers	115-2070	HEDGE TRIMMER 24IN ON A 42IN SHAFT GAS	$53	$153	$289
Contractor and Industrial - Hedge Trimmers	115-2080	HEDGE TRIMMER 30IN GAS	$53	$153	$289
Contractor and Industrial - Mowers	115-2190	MOWER LAWN 20-24IN PUSH GAS	$26	$94	$198
Contractor and Industrial - Mowers	115-2200	MOWER LAWN 20-24IN SELF PROPELLED GAS	$35	$125	$264
Contractor and Industrial - Mowers	115-2230	MOWER BRUSH 26-28IN SELF PROPELLED GAS	$101	$359	$758
Contractor and Industrial - Mowers	115-2250	MOWER LAWN 49-60IN RIDING GAS	$132	$465	$990
Contractor and Industrial - Weed Wackers	115-2320	WEED EATER GAS	$35	$94	$352
Contractor and Industrial - Blowers	115-2410	LEAF BLOWER HANDHELD GAS	$18	$62	$132
Contractor and Industrial - Blowers	115-2420	LEAF BLOWER BACKPACK GAS	$32	$110	$231
Contractor and Industrial - Blowers	115-2430	LEAF BLOWER WALKBEHIND GAS	$49	$172	$363
Contractor and Industrial - Straw Blowers	115-2435	STRAW BLOWER 4 TON PER HOUR	$130	$404	$1,136
Contractor and Industrial - Straw Blowers	115-2440	STRAW BLOWER 7 TON PER HOUR	$222	$519	$1,159
Contractor and Industrial - Posthole Augers	115-2490	POSTHOLE AUGER ONE MAN GAS	$88	$312	$659
Contractor and Industrial - Posthole Augers	115-2500	POSTHOLE AUGER ONE MAN TOWABLE GAS	$88	$312	$659
Contractor and Industrial - Posthole Augers	115-2540	POSTHOLE AUGER TWO MAN GAS	$88	$312	$659
Contractor and Industrial - Post Drivers	115-2600	POST DRIVER 55LB AIR	$88	$312	$659
Contractor and Industrial - Post Drivers	115-2610	POST DRIVER 45LB GAS	$88	$312	$659
Contractor and Industrial - Chain Saws	115-2700	CHAIN SAW 16IN ELECTRIC	$40	$140	$297
Contractor and Industrial - Pole Pruners	115-2754	POLE PRUNER 7IN REACH GAS	$44	$156	$330
Contractor and Industrial - Pole Pruners	115-2755	POLE PRUNER SAW 8-12FT REACH GAS	$49	$172	$363
Contractor and Industrial - Chain Saws	115-2770	CHAIN SAW 16IN GAS	$49	$172	$363
Contractor and Industrial - Chain Saws	115-2780	CHAIN SAW 18IN GAS	$58	$203	$429
Contractor and Industrial - Chain Saws	115-2790	CHAIN SAW 20IN GAS	$58	$203	$429
Contractor and Industrial - Chain Saws	115-2810	CHAIN SAW 25IN GAS	$66	$234	$494
Concrete and Masonry - Chain Saws	115-2890	CHAIN SAW CONCRETE 12-16IN GAS	$111	$383	$839
Contractor and Industrial - Log Splitters	115-2900	LOG SPLITTER 20-30 TON TRAILER MTD GAS	$84	$297	$626
Contractor and Industrial - Brush Chippers	115-3510	BRUSH CHIPPER 6-7IN 20 - 25 HP GAS	$256	$762	$1,538
Contractor and Industrial - Brush Chippers	115-3540	BRUSH CHIPPER 10-12IN 49 - 74 HP DSL	$440	$1,055	$2,651
Contractor and Industrial - Brush Chippers	115-3545	BRUSH CHIPPER 12IN 49 - 90 HP GAS	$440	$1,055	$2,651
Contractor and Industrial - Brush Chippers	115-3570	BRUSH CHIPPER 18IN 170 - 179 HP DSL	$747	$1,953	$4,394
Contractor and Industrial - Stump Grinders	115-3600	STUMP GRINDER 10 - 19 HP GAS	$210	$586	$1,282
Contractor and Industrial - Stump Grinders	115-3610	STUMP GRINDER 20 - 29 HP GAS	$230	$601	$1,319
Contractor and Industrial - Stump Grinders	115-3640	STUMP GRINDER 60 - 69 HP DSL	$484	$1,289	$2,417
Contractor and Industrial - Air Chipping Hammers	120-1520	CHIPPING HAMMER RETAINER 13-20 LB AIR	$40	$140	$297
Contractor and Industrial - Air Breakers	120-1610	BREAKER 30-39LB AIR	$40	$140	$297
Contractor and Industrial - Air Breakers	120-1620	BREAKER 40-49LB AIR	$44	$156	$330
Contractor and Industrial - Air Breakers	120-1640	BREAKER 60-69LB AIR	$49	$172	$363
Contractor and Industrial - Air Breakers	120-1660	BREAKER 90-99LB AIR	$61	$219	$462
Contractor and Industrial - Air Clay Spades	120-1700	CLAY DIGGER 30-39 LB AIR	$40	$140	$297
Contractor and Industrial - Air Rock Drills	120-1750	ROCK DRILL 1-9 LB AIR	$53	$188	$395
Contractor and Industrial - Air Rock Drills	120-1760	ROCK DRILL 10-19 LB AIR	$58	$203	$429
Contractor and Industrial - Air Rock Drills	120-1780	ROCK DRILL 30-39 LB AIR	$61	$219	$462
Contractor and Industrial - Air Rock Drills	120-1820	ROCK DRILL 60-69 LB AIR	$75	$266	$561
Contractor and Industrial - Air Rock Splitters	120-1900	ROCK SPLITTER	$93	$292	$812
Contractor and Industrial - Air Rock Splitters	120-1910	ROCK SPLITTER POWER BOX	$106	$264	$581
Contractor and Industrial - Air Rivet Busters	120-2020	CHIPPING HAMMER 4IN STROKE ROUND	$32	$71	$183
Contractor and Industrial - Air Rivet Busters	120-2030	RIVET BUSTER 8IN STROKE	$66	$234	$494
Contractor and Industrial - Air Rivet Busters	120-2040	RIVET BUSTER 11IN STROKE	$71	$250	$527
Contractor and Industrial - Air Grinders	120-3000	GRINDER BATWING 7INCH AIR	$18	$47	$132
Contractor and Industrial - Air Grinders	120-3010	GRINDER ANGLE 4 IN AIR	$18	$47	$132
Contractor and Industrial - Air Grinders	120-3020	GRINDER HORIZ 7 IN AIR	$18	$47	$132
Contractor and Industrial - Air Grinders	120-3025	GRINDER VERTICAL 7 IN AIR	$19	$65	$123
Contractor and Industrial - Air Grinders	120-3040	GRINDER DIE RIGHT ANGLE 1/4IN AIR	$14	$35	$99
Contractor and Industrial - Air Horizontal Drills	120-3500	DRILL HORIZ 1/2INCH AIR	$18	$47	$132

Contractor and Industrial - Air Horizontal Drills	120-3510	DRILL HORIZ 3/8 AIR	$15	$35	$98
Contractor and Industrial - Air Reciprocating Saws	120-3610	SAW RECIPROCATING HAND AIR	$35	$94	$238
Contractor and Industrial - Air Reciprocating Saws	120-3620	SAW HACK HAND HELD AIR	$35	$94	$238
Contractor and Industrial - Portable Band Saws	120-3630	SAW BAND HAND AIR	$35	$94	$238
Contractor and Industrial - Tunnel Borer	120-3990	PIERCING TOOL 2 IN AIR	$128	$286	$805
Contractor and Industrial - Tunnel Borer	120-4000	PIERCING TOOL 3 IN AIR	$198	$469	$1,319
Contractor and Industrial - Hydrostatic Test Pumps	125-1200	PUMP HYDROSTATIC TEST 3000 PSI MANUAL	$66	$144	$385
Contractor and Industrial - Hydrostatic Test Pumps	125-1205	PUMP HYDROSTATIC TEST 6000 PSI MANUAL	$53	$129	$363
Contractor and Industrial - Hydrostatic Test Pumps	125-1210	PUMP HYDROSTATIC TEST 500 PSI ELEC	$101	$250	$586
Contractor and Industrial - Hydrostatic Test Pumps	125-1240	PUMP HYDROSTATIC TEST 500 PSI GAS	$101	$250	$586
Contractor and Industrial - Metal Detectors	125-1290	PUMP HYDROSTATIC TEST 10000 PSI 2 STAGE	$156	$415	$1,163
Contractor and Industrial - Hydrostatic Test Pumps	125-1300	PUMP HYDROSTATIC TEST 10000 PSI AIR	$101	$250	$586
Contractor and Industrial - Drain Cleaners	125-1420	PIPE SNAKE 1/2IN WIDE 75FT CABLE	$53	$188	$395
Contractor and Industrial - Drain Cleaners	125-1440	PIPE SNAKE 2IN WIDE 50FT CABLE	$53	$188	$395
Contractor and Industrial - Drain Cleaners	125-1460	PIPE SNAKE 1-2IN WIDE 25FT CABLE	$40	$98	$183
Contractor and Industrial - Drain Cleaners	125-1470	PIPE SNAKE 3-6IN WIDE 100FT CABLE	$66	$234	$494
Bulk & Miscellaneous	125-1490	SEWER JETTER ELEC MINI	$31	$111	$239
Contractor and Industrial - Sewer Jets	125-1500	SEWER JETTER ELEC	$75	$266	$561
Contractor and Industrial - Sewer Jets	125-1510	SEWER JETTER GAS	$111	$297	$605
Contractor and Industrial - Pipe Cameras	125-1600	CAMERA SEWER 3-10	$176	$625	$1,319
Contractor and Industrial - Pipe Cameras	125-1610	BURIED LINE PIPE AND CAMERA LOCATOR	$44	$156	$330
Contractor and Industrial - Pipe Cameras	125-1615	BURIED LINE TRANSMITTER NO LOCATOR	$49	$86	$326
Contractor and Industrial - PVC Heaters	125-1997	PVC HEATER/BENDER 4 IN 120V	$53	$140	$377
Contractor and Industrial - Conduit Benders, Electric	125-2000	CONDUIT BENDER UP TO 2 555 ELEC	$97	$258	$725
Contractor and Industrial - Conduit Benders, Hydraulic	125-2010	CONDUIT BENDER 2-1/2-4IN EMT/IMC/RIGID	$167	$593	$1,253
Contractor and Industrial - Conduit Benders, Electric	125-2020	CONDUIT BENDER PVC/RIG/EMT/IMC 1/2-2 ELE	$126	$321	$864
Contractor and Industrial - Rebar Tools	125-2030	BENDER CUTTER REBAR 3/4 HYD	$93	$242	$656
Contractor and Industrial - Rebar Tools	125-2040	BENDER REBAR 0 TO 180 HYD	$93	$242	$656
Contractor and Industrial - Pipe Cutters	125-2110	PIPE CUTTER 8 STRAIGHT	$53	$140	$286
Contractor and Industrial - Pipe Cutters	125-2120	PIPE CUTTER 12 STRAIGHT	$61	$164	$359
Contractor and Industrial - Pipe Cutters	125-2130	PIPE CUTTER 16 STRAIGHT	$71	$188	$421
Contractor and Industrial - Pipe Cutters	125-2150	PIPE CUTTER 24 STRAIGHT	$88	$234	$605
Contractor and Industrial - Pipe Beveling Tools	125-2170	PIPE CUTTER BEVELLER 3-8	$30	$77	$218
Contractor and Industrial - Pipe Beveling Tools	125-2180	PIPE CUTTER BEVELLER 7-12	$35	$94	$264
Contractor and Industrial - Pipe Beveling Tools	125-2190	PIPE CUTTER BEVELLER 14-20	$49	$129	$363
Contractor and Industrial - Pipe Cutters	125-2230	PIPE CUTTER BEVELLER 4IN AND UP ELEC	$71	$188	$527
Contractor and Industrial - Pipe Threaders	125-2300	PIPE THREADER 535 1/8-2 ELEC	$132	$279	$635
Contractor and Industrial - Pipe Threaders	125-2310	PIPE THREADER 1224 1/4-4 ELEC	$163	$391	$879
Contractor and Industrial - Metal Detectors	125-2315	PIPE THREADER 2-1/2 TO 6IN ELECTRIC	$233	$659	$1,977
Contractor and Industrial - Pipe Threaders	125-2320	PIPE THREADER 700 POWER PONY	$61	$164	$462
Contractor and Industrial - Pipe Threaders	125-2340	PIPE THREADER GEARED ATTACH 2 1/2-4 141	$53	$140	$395
Contractor and Industrial - Pipe Threaders	125-2360	PIPE THREADER 300 1/8-2 ELEC	$105	$344	$644
Contractor and Industrial -	125-2380	PRO PEX PIPE EXPANDER 1/2 3/4 1IN BATT	$22	$59	$165
Contractor and Industrial - Flange Spreaders	125-2405	FLANGE SPREADER 5 TON HYD DROP PIN	$44	$117	$330
Contractor and Industrial - Flange Spreaders	125-2410	FLANGE SPREADER 5TONS RATCHET	$40	$94	$165
Contractor and Industrial - Flange Spreaders	125-2440	FLANGE SPREADER 10 TON HYD DROP PIN	$61	$164	$462
Contractor and Industrial - Flange Spreaders	125-2450	FLANGE SPREADER 14TON HYD	$71	$188	$527
Contractor and Industrial - Flange Spreaders	125-2460	FLANGE SPREADER 20TONS RATCHET	$75	$199	$561
Contractor and Industrial - Pipe Clamps	125-2510	LINE UP CLAMP ADJ 4IN - 16IN	$14	$35	$99
Contractor and Industrial - Pipe Clamps	125-2520	LINE UP CLAMP ADJ 6IN-36IN	$20	$56	$156
Contractor and Industrial - Pipe Stands	125-2530	STAND VISE PIPE YOKE	$14	$35	$99
Contractor and Industrial - Digital Pipe Locators	125-2560	LOCATOR PIPE DIGITAL KIT	$93	$242	$656
Contractor and Industrial - Pipe Groovers	125-2570	PIPE ROLL GROOVER ATTACHMENT 2-12	$44	$117	$330
Contractor and Industrial - Miscellaneous Shop Equipment	125-2670	WELDER FRAME 6 PACK	$32	$74	$121
Contractor and Industrial - Pipe Press	125-2690	PIPE PRESS TOOL PRO 1/2 - 2 IN BATT	$66	$234	$494
Contractor and Industrial - Magnetic Drills	130-1220	DRILL MAGNETIC BASE 3/4IN ELEC	$75	$199	$561
Contractor and Industrial - Magnetic Drills	130-1240	DRILL MAGNETIC BASE 1-5/8 TO 2IN ELEC	$97	$258	$725
Contractor and Industrial - Magnetic Drills	130-1280	DRILL MAGNETIC BASE 2-1/6IN AIR	$123	$328	$923
Contractor and Industrial - Knockout Sets	130-1300	KNOCKOUT SET UP TO 2IN MANUAL HYD	$34	$78	$195
Contractor and Industrial - Crimpers	130-1555	CABLE CRIMPER DIELESS 12TON BATTERY	$98	$234	$747
Contractor and Industrial - Crimpers	130-1560	CABLE CRIMPER 15 TON 18V BATTERY U-DIE	$121	$246	$635
Contractor and Industrial - Air Impact Wrenches	130-1650	WRENCH IMPACT 1/2IN BATTERY	$22	$78	$165
Contractor and Industrial - Air Impact Wrenches	130-1670	WRENCH IMPACT 1/2IN ELEC	$35	$94	$264
Contractor and Industrial - Air Impact Wrenches	130-1680	WRENCH IMPACT 3/4IN ELEC	$40	$105	$297
Contractor and Industrial - Sheers	130-1720	SHEAR WRENCH 5/8-3/4-7/8IN ELECTRIC	$79	$176	$330
Contractor and Industrial - Hydraulic Punches	130-1750	PUNCH HYDRAULIC 35 TON	$71	$250	$527
Contractor and Industrial - Crimping Tools	130-1950	CABLE CRIMPER 12 TON 18V BATTERY U-DIE	$44	$156	$366
Contractor and Industrial - Tillers	130-1955	GRIP KIT WIRE SIZE 1/0 - 750MCM	$70	$154	$395
Contractor and Industrial - Tap and Die Sets	130-2150	DIE KIT FOR 6AWG TO 750KCMIL ALUM CONN	$14	$32	$73
Contractor and Industrial - Tap and Die Sets	130-2160	DIE KIT FOR 6AWG TO 750KCMIL COPPER CONN	$14	$32	$73
Contractor and Industrial - Tillers	135-1142	TENSIONER CONV KIT STS3 1-5/8IN	$63	$176	$527
Contractor and Industrial - Tillers	135-1310	TENSIONER CONV KIT STS3 1-3/4 IN	$14	$40	$119
Contractor and Industrial - Tillers	135-1314	TENSIONER CONV KIT STS4 1-7/8 IN	$37	$105	$316
Contractor and Industrial - Tillers	135-1316	TENSIONER CONV KIT STS5 2-1/2 IN	$42	$119	$356
Contractor and Industrial - Tillers	135-1340	TENSIONER STS3 1-5/8 TO 2IN	$54	$141	$471
Contractor and Industrial - Tillers	135-1341	TENSIONER STS4 1-7/8 TO 2-1/2	$63	$176	$527
Contractor and Industrial - Tillers	135-1342	TENSIONER CONV KIT F/STS3 2IN	$20	$49	$155

Bulk & Miscellaneous	135-1343	TENSIONER 2-1/4IN HYD	$62	$177	$502
Contractor and Industrial - Tillers	135-1345	TENSIONER STS5 2-1/2 TO 3	$63	$176	$527
Contractor and Industrial - Tillers	135-1380	TENSIONER STS2 1-1/4 TO 1-1/2	$44	$117	$405
Contractor and Industrial - Tillers	135-2200	PUMP PNEUMATIC TENSIONER 27500 PSI	$259	$688	$2,318
Contractor and Industrial - Air Impact Wrenches	135-2580	WRENCH IMPACT 1/2 AIR	$18	$34	$73
Contractor and Industrial - Air Impact Wrenches	135-2590	WRENCH IMPACT 3/4 AIR	$20	$39	$117
Contractor and Industrial - Air Impact Wrenches	135-2600	WRENCH IMPACT 1 AIR D-HANDLE	$34	$69	$195
Contractor and Industrial - Air Impact Wrenches	135-2610	WRENCH IMPACT 1 1/2 AIR	$49	$98	$293
Contractor and Industrial - Air Impact Wrenches	135-2620	WRENCH IMPACT SPLINE 1 1/2 AIR	$49	$98	$293
Contractor and Industrial - Air Impact Wrenches	135-2640	WRENCH IMPACT SPLINE AIR	$49	$98	$293
Contractor and Industrial -	135-2740	FILTER/REGULATOR/LUBRICATOR CONTROL UNIT	$10	$32	$93
Contractor and Industrial - Air Nutrunners	135-2750	TORQUE NUTRUNNER AIR .75IN SQ 1K	$105	$261	$733
Contractor and Industrial - Air Nutrunners	135-2757	TORQUE NUTRUNNER AIR 1IN SQ 3K	$264	$625	$1,758
Contractor and Industrial - Torque Wrenches	135-3050	WRENCH TORQUE 0.75 SQ 1K FT/LBS HYD	$75	$199	$561
Contractor and Industrial - Torque Wrenches	135-3069	WRENCH TORQUE 1 SQ 3K FT/LBS HYD	$206	$538	$1,519
Contractor and Industrial - Torque Wrenches	135-3089	WRENCH TORQUE 1.5 SQ 5K FT/LBS HYD	$298	$791	$2,217
Contractor and Industrial - Torque Wrenches	135-3091	WRENCH TORQUE 1.5 SQ 11K FT/LBS HYD	$337	$889	$2,504
Contractor and Industrial - Torque Wrenches	135-3110	WRENCH TORQUE 1.5 SQ HYD	$278	$791	$2,373
Contractor and Industrial - Torque Wrenches	135-3130	WRENCH TORQUE PWR HEAD 8K FT/LBS HYD	$58	$153	$429
Contractor and Industrial - Torque Wrenches	135-3140	WRENCH TORQUE PWR HEAD 16K FT/LBS HYD	$84	$297	$626
Contractor and Industrial - Torque Wrenches	135-3142	WRENCH TORQUE 1 SQ 36V ELEC	$304	$801	$2,252
Contractor and Industrial - Torque Wrenches	135-3196	TORQUE NUTRUNNER AIR 1.5IN SQ 6K	$259	$688	$1,938
Contractor and Industrial - Torque Wrenches	135-3210	WRENCH TORQUE PWR HEAD 4K FT/LBS HYD	$44	$117	$330
Contractor and Industrial - Torque Wrenches	135-3230	WRENCH TORQUE PWR HEAD 2K FT/LBS HYD	$26	$71	$198
Contractor and Industrial - Torque Wrenches	135-3270	WRENCH TORQUE 1/2 250 FT/LBS MANUAL	$18	$43	$121
Contractor and Industrial - Torque Wrenches	135-3290	WRENCH TORQUE 3/4 600 FT/LBS MANUAL	$18	$43	$121
Contractor and Industrial - Torque Wrenches	135-3310	MULTPLY TORQUE WRENCH 3/4X1 3000 FT/LBS	$18	$43	$121
Contractor and Industrial - Torque Wrenches	135-3370	WRENCH TORQUE 1IN 1000 FT/LBS MANUAL	$22	$60	$172
Contractor and Industrial - Torque Wrenches	135-3390	WRENCH TORQUE 3/8 10-100 FT/LBS MANUAL	$8	$23	$66
Contractor and Industrial - Torque Wrenches	135-3405	TORQUE HEX LINK 1-1/4 2000 FT/LB HYD	$32	$82	$231
Contractor and Industrial - Torque Wrenches	135-3410	TORQUE HEX LINK 1-5/8 2000 FT/LBS HYD	$32	$82	$231
Contractor and Industrial - Torque Wrenches	135-3430	TORQUE HEX LINK 1-13/16 2000 FT/LBS HYD	$32	$82	$231
Contractor and Industrial - Torque Wrenches	135-3435	TORQUE HEX LINK 2 4000 FT/LBS HYD	$37	$131	$277
Contractor and Industrial - Torque Wrenches	135-3450	TORQUE HEX LINK 2-3/8 4000 FT/LBS HYD	$35	$94	$264
Contractor and Industrial - Torque Wrenches	135-3470	TORQUE HEX LINK 3-1/8 8000 FT/LBS HYD	$44	$117	$330
Contractor and Industrial - Torque Wrenches	135-3480	TORQUE HEX LINK 2-3/8 8000 FT/LBS HYD	$45	$159	$336
Contractor and Industrial - Torque Wrenches	135-3490	TORQUE HEX LINK 2-3/16 4000 FT/LBS HYD	$35	$94	$264
Contractor and Industrial - Torque Wrenches	135-3550	TORQUE HEX LINK 1-7/16 2000 FT/LBS HYD	$32	$82	$231
Contractor and Industrial - Torque Wrenches	135-3570	TORQUE HEX LINK 2-9/16 8000 FT/LBS HYD	$44	$117	$330
Contractor and Industrial - Torque Wrenches	135-3650	TORQUE HEX LINK 4-5/8 16800 FT/LBS HYD	$84	$222	$626
Contractor and Industrial - Torque Wrenches	135-3670	TORQUE HEX LINK 2-15/16 4000 FT/LBS HYD	$35	$94	$264
Contractor and Industrial - Torque Wrenches	135-3690	TORQUE HEX LINK 2-3/4 8000 FT/LBS HYD	$44	$117	$330
Contractor and Industrial - Torque Wrenches	135-3750	TORQUE HEX LINK 2-9/16 4000 FT/LBS HYD	$35	$94	$264
Contractor and Industrial - Torque Wrenches	135-3770	TORQUE HEX LINK 2 2000 FT/LB HYD	$35	$94	$264
Contractor and Industrial -	135-3900	EYE WASH STATION	$40	$105	$289
Contractor and Industrial - Miscellaneous Shop Equipment	135-5100	DRIVER ATTACHMENT 1K FT/LB HYD	$32	$82	$231
Contractor and Industrial - Torque Wrenches	135-5220	TORQUE M2 HEX LINK 1-13/16 1300FT/LBSHYD	$32	$82	$231
Contractor and Industrial - Torque Wrenches	135-5229	TORQUE M2 HEX LINK 2 3/8"	$53	$98	$257
Air Compressors - Electric	140-1020	COMPRESSOR PORTABLE 4 CFM ELECTRIC	$49	$172	$363
Air Compressors - Electric	140-1040	COMPRESSOR PORTABLE 7 CFM ELECTRIC	$49	$172	$363
Air Compressors - Small Portable	140-1060	COMPRESSOR PORTABLE 8 CFM GAS	$49	$172	$363
Air Compressors - Small Portable	140-1100	COMPRESSOR PORTABLE 14 CFM GAS	$53	$188	$395
Air Compressors - Small Portable	140-1105	COMPRESSOR PORTABLE 17 CFM GAS	$56	$193	$440
Air Compressors - Diesel	140-1220	COMPRESSOR TOWABLE 100-125 CFM DSL	$98	$233	$512
Air Compressors - Diesel	140-1260	COMPRESSOR TOWABLE 175-195 CFM DSL	$119	$256	$605
Air Compressors - Diesel	140-1280	COMPRESSOR TOWABLE 200-245 CFM DSL	$193	$371	$860
Air Compressors - Diesel	140-1360	COMPRESSOR TOWABLE 375-425CFM DSL	$259	$606	$1,442
Air Compressors - Diesel	140-1362	COMPRESSOR TOWABLE IQ 375-450CFM DSL	$310	$967	$2,511
Air Compressors - Diesel	140-1375	COMPRESSOR TOWABLE 750CFM DSL	$507	$1,406	$2,651
Air Compressors - Diesel	140-1380	COMPRESSOR TOWABLE 825CFM DSL	$507	$1,406	$2,651
Air Compressors - Diesel	140-1400	COMPRESSOR TOWABLE 1600CFM DSL	$1,068	$2,633	$6,696
Air Compressors - Diesel	140-1420	COMPRESSOR TOWABLE INST QUAL 750CFM DSL	$672	$1,582	$3,955
Air Compressors - Diesel	140-1460	COMPRESSOR TOWABLE INST QUAL 915CFM DSL	$737	$1,846	$4,834
Air Compressors - Diesel	140-1480	COMPRESSOR TOWABLE INS QUAL 1600CFM DSL	$1,068	$2,633	$6,696
Air Compressors - Reciprocating	140-1610	COMPRESSOR RECIPROCATING 5HP ELEC	$60	$172	$488
Air Compressors - Electric	140-1640	COMPRESSOR ROTARY 130CFM ELEC	$198	$540	$1,523
Air Compressors - Electric	140-1645	COMPRESSOR ROTARY 240CFM ELEC	$198	$540	$1,523
Air Compressors - Electric	140-1655	COMPRESSOR ROTARY 365CFM ELEC	$293	$830	$2,083
Air Compressors - Electric	140-1660	COMPRESSOR ROTARY 365CFM 125PSI ELEC	$293	$830	$2,083
Air Compressors - Electric	140-1670	COMPRESSOR ROTARY 500CFM 125PSI ELEC	$330	$955	$2,344
Air Compressors - Electric	140-1675	COMPRESSOR ROTARY 750CFM ELEC	$419	$1,166	$3,023
Air Compressors - Electric	140-1680	COMPRESSOR ROTARY 750CFM 125PSI ELEC	$419	$1,166	$3,023
Air Compressors - Electric	140-1685	COMPRESSOR ROTARY 900CFM ELEC	$484	$1,287	$3,808
Air Compressors - Electric	140-1690	COMPRESSOR ROTARY 1000CFM 125PSI ELEC	$484	$1,287	$3,808
Air Compressors - Electric	140-1695	COMPRESSOR ROTARY 1500CFM ELEC	$659	$1,743	$4,883
Air Compressors - Electric	140-1700	COMPRESSOR ROTARY 1500CFM 125PSI ELEC	$682	$1,880	$5,301
Air Compressors - Electric	140-1705	COMPRESSOR ROTARY 1500CFM 2300V ELEC	$682	$1,880	$5,301

Air Compressors - Water Separators	140-2010	COMPRESSOR ATTACH WATER SEPARATOR	$71	$162	$477
Air Compressors - Coolers	140-2110	COMPRESSED AIR AFTERCOOLER FILTER450CFM	$88	$249	$664
Air Compressors - Coolers	140-2150	COMPRESSED AIR AFTERCOOLERFILTER1000CFM	$237	$502	$1,121
Air Compressors - Coolers	140-2160	COMPRESSED AIR AFTERCOOLERFILTER 1600CFM	$177	$446	$1,004
Air Compressors - Dryers	140-2230	COMPRESSED AIR DESICCANT DRYER 450CFM	$265	$742	$1,855
Air Compressors - Dryers	140-2270	COMPRESSOR ATTACH DRYER 2501-3000 CFM	$626	$1,717	$4,824
Air Compressors - Dryers	140-2310	AFTERCOOLER DRYER FILTER 500CFM	$301	$882	$2,296
Air Compressors - Dryers	140-2330	AFTERCOOLER DRYER FILTER 1000CFM	$344	$1,136	$2,936
Air Compressors - Dryers	140-2350	AFTERCOOLER DRYER FILTER 1600CFM	$487	$1,439	$3,933
Air Compressors - Mist Eliminators	140-2420	COMPRESSOR ATTACH MIST ELMIN1500-2000CFM	$158	$398	$1,121
Floor Care and Surface Prep - Wet & Dry Vacuums	140-3310	FILTER POT SS 2 VESSELS BAG SKID	$176	$538	$1,582
Air Compressors - Air Manifolds	140-3316	FILTER POT SS 6 BAG VESSEL 6IN INLT SKID	$180	$547	$2,002
Contractor and Industrial - Material Handling	140-3318	FILTER POT SS 8 BAG VESSEL 8IN INLT SKID	$180	$547	$2,002
Air Compressors - Air Manifolds	140-3570	MANIFOLD AIR 10 GALLON TANK	$47	$47	$140
Air Compressors - Air Manifolds	140-3580	MANIFOLD AIR 15 GALLON TANK	$49	$120	$336
Compaction and Paving - Rammers	150-1060	RAMMER JUMPING JACK 1LB - 99LB GAS	$69	$195	$352
Compaction and Paving - Rammers	150-1070	RAMMER JUMPING JACK 100LB - 150LB GAS	$69	$195	$352
Compaction and Paving - Rammers	150-1080	RAMMER JUMPING JACK 151LB - 199LB GAS	$69	$195	$352
Compaction and Paving - Rammers	150-1120	RAMMER JUMPING JACK 100LB - 199LB BATT	$88	$298	$616
Bulk & Miscellaneous	150-1250	PLATE COMPACTOR PAVER ROLLER GAS	$133	$508	$1,004
Compaction and Paving - Plate Compactors	150-1260	PLATE COMPACTOR UP TO 299LB GAS	$72	$221	$386
Compaction and Paving - Plate Compactors	150-1420	PLATE COMPACTOR 100LB TO 199LB REVERSBLE	$73	$233	$485
Compaction and Paving - Plate Compactors	150-1440	PLATE COMPACTOR 200LB TO 299LB REVERSBLE	$83	$284	$586
Compaction and Paving - Plate Compactors	150-1460	PLATE COMPACTOR 300LB TO 399LB REVERSBLE	$83	$284	$586
Compaction and Paving - Plate Compactors	150-1480	PLATE COMPACTOR 400LB TO 499LB REVERSBLE	$130	$419	$791
Compaction and Paving - Plate Compactors	150-1520	PLATE COMPACTOR 600LB TO 699LB REVERSBLE	$140	$470	$952
Compaction and Paving - Plate Compactors	150-1540	PLATE COMPACTOR 700LB TO 799LB REVERSBLE	$140	$470	$952
Compaction and Paving - Plate Compactors	150-1560	PLATE COMPACTOR 900LB TO 999LB REVERSBLE	$230	$772	$1,571
Compaction and Paving - Plate Compactors	150-1580	PLATE COMPACTOR 1000 TO 1100LB REVERSBLE	$230	$772	$1,571
Compaction and Paving - Plate Tampers	150-1720	TAMPER 30LB 6IN AIR	$49	$161	$330
Compaction and Paving - Walk-Behind Rollers	150-2020	ROLLER WALKBEHIND DOUBLE DRUM 25IN GAS	$152	$401	$733
Compaction and Paving - Walk-Behind Rollers	150-2040	ROLLER WALKBEHIND SINGLE DRUM 28IN GAS	$154	$410	$769
Compaction and Paving - Trench Rollers	150-2220	ROLLER TRENCH VIBRA DBL DRUM 22IN DSL	$348	$820	$1,795
Compaction and Paving - Trench Rollers	150-2260	ROLLER TRENCH VIBRA DBL DRUM 32IN DSL	$348	$820	$1,795
Compaction and Paving - Single Drum	150-2560	ROLLER RIDE-ON PADFT 54IN SNG 5 TON	$491	$1,231	$2,875
Compaction and Paving - Single Drum	150-2580	ROLLER RIDE-ON PADFT 66IN SNG 8 TON	$640	$1,651	$3,535
Compaction and Paving - Single Drum	150-2600	ROLLER RIDE-ON PADFT 84IN SNG 11 TON	$746	$1,975	$4,639
Compaction and Paving - Single Drum	150-2620	ROLLER RIDE-ON PADFT 84IN SNG 14 TON	$766	$1,963	$4,765
Compaction and Paving - Single Drum	150-2720	ROLLER RIDE-ON SMOOTH 42IN SNG 2 TON	$292	$840	$2,051
Compaction and Paving - Single Drum	150-2730	ROLLER RIDE-ON SMOOTH 54IN SNG 5 TON	$435	$1,065	$2,426
Compaction and Paving - Single Drum	150-2760	ROLLER RIDE-ON SMOOTH 66IN SNG 8 TON	$524	$1,309	$2,871
Compaction and Paving - Single Drum	150-2770	ROLLER RIDE-ON SMOOTH 84IN SNG 11 TON	$606	$1,601	$3,808
Compaction and Paving - Double Drum	150-2820	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS	$171	$484	$1,186
Compaction and Paving - Double Drum	150-2860	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL	$246	$601	$1,558
Compaction and Paving - Double Drum	150-2880	ROLLER RIDE-ON SMOOTH 66IN DBL 7 TON DSL	$638	$1,944	$3,906
Compaction and Paving - Double Drum	150-2920	ROLLER RIDE-ON SMOOTH 66IN DBL 11TON DSL	$735	$2,088	$4,394
Compaction and Paving - Padfoot Roller Attachments	150-2950	ROLLER ATTACHMENT PADFOOT 5 TON	$56	$166	$448
Compaction and Paving - Padfoot Roller Attachments	150-2960	ROLLER ATTACHMENT PADFOOT 8 TON	$116	$342	$664
Compaction and Paving - Padfoot Roller Attachments	150-2970	ROLLER ATTACHMENT PADFOOT 11 TON	$140	$374	$830
Floor Care and Surface Prep - Wet & Dry Vacuums	150-3020	ROLLER ASPHALT 9 WHL PNUEMATIC 68IN 12TN	$465	$1,395	$3,831
Compaction and Paving - Tamper Attachments	150-3240	PLATE ATT 12IN 1-7MT MINI EX 3000LB	$119	$422	$890
Compaction and Paving - Tamper Attachments	150-3260	PLATE ATT 24IN BH & 8MT MINI EX 6500LB	$140	$527	$1,121
Compaction and Paving - Tamper Attachments	150-3300	PLATE ATT 27IN 10-18MT EXCAVATOR 11000LB	$233	$879	$1,868
Compaction and Paving - Milling Machines	150-4010	ROAD MILLING COLD 80IN WIDE	$2,319	$9,300	$26,040
Compaction and Paving - Hot Asphalt Transports	150-4020	TRAILER ASPHALT 4 TON	$363	$1,420	$2,988
Compaction and Paving - Double Drum	150-4120	ASPHALT CRACK FILLER W/B LP	$127	$293	$625
Compaction and Paving - Hot Asphalt Transports	150-5000	TRAILER CRACK SEALER 250 GAL	$445	$1,113	$3,418
Contractor and Industrial - Portable	175-1100	SURVEILLANCE PRIMARY CAMERA UNIT	$195	$484	$1,209
Contractor and Industrial - Portable	175-1110	SURVEILLANCE SECONDARY CAMERA UNIT	$65	$158	$464
Contractor and Industrial - Portable	175-1115	SURVEILLANCE CAMERA W TRIPOD 115V	$112	$270	$789
Earthmoving - Wheel Loaders	200-1015	MINI WHEEL LOADER W/B < 600LB CAPBATTERY	$445	$1,055	$2,988
Earthmoving - Tracked Mini Skidloaders	200-1020	MINI TRACK LOADER W/B < 600LB CAP GAS	$233	$697	$1,624
Earthmoving - Tracked Mini Skidloaders	200-1030	MINI TRACK LOADER W/B < 600LB CAP DSL	$233	$697	$1,624
Earthmoving - Tracked Mini Skidloaders	200-1040	MINI TRACK LOADER W/B > 600LB CAP DSL	$265	$737	$1,717
Floor Care and Surface Prep - Wet & Dry Vacuums	200-1050	MINI TRACK LOADER W/B 2000LB CAP DSL	$366	$1,020	$2,315
Earthmoving - Skidsteer Loaders	200-1310	SKIDSTEER LOADER 250-750LB ROPS	$186	$527	$1,624
Earthmoving - Skidsteer Loaders	200-1311	SKIDSTEER LOADER 250-750LB CAB	$195	$538	$1,670
Earthmoving - Skidsteer Loaders	200-1350	SKIDSTEER LOADER 1300-2099LB ROPS	$193	$483	$1,256
Earthmoving - Skidsteer Loaders	200-1351	SKIDSTEER LOADER 1300-2099LB CAB	$208	$512	$1,325
Earthmoving - Skidsteer Loaders	200-1352	SKIDSTEER LOADER 1751-2099LB ROPS HF	$208	$512	$1,325
Earthmoving - Skidsteer Loaders	200-1353	SKIDSTEER LOADER 1751-2099LB CAB HF	$228	$558	$1,349
Earthmoving - Skidsteer Loaders	200-1360	SKIDSTEER LOADER 2100-2399LB ROPS	$268	$627	$1,418
Earthmoving - Skidsteer Loaders	200-1361	SKIDSTEER LOADER 2100-2399LB CAB	$298	$702	$1,465
Earthmoving - Skidsteer Loaders	200-1362	SKIDSTEER LOADER 2100-2399LB ROPS HF	$298	$702	$1,465
Earthmoving - Skidsteer Loaders	200-1370	SKIDSTEER LOADER 2400-2999LB ROPS	$268	$627	$1,418
Earthmoving - Skidsteer Loaders	200-1371	SKIDSTEER LOADER 2400-2999LB CAB	$298	$702	$1,465
Earthmoving - Skidsteer Loaders	200-1372	SKIDSTEER LOADER 2400-2999LB ROPS HF	$298	$702	$1,465

Earthmoving - Skidsteer Loaders	200-1373	SKIDSTEER LOADER 2400-2999LB CAB HF	$303	$740	$1,587
Earthmoving - Skidsteer Loaders	200-1382	SKIDSTEER LOADER OVER 3000LB ROPS HF	$370	$885	$1,977
Earthmoving - Track Loaders	200-1420	COMPACT TRACK LOADER 600-1299LB ROPS	$299	$776	$2,002
Earthmoving - Track Loaders	200-1430	COMPACT TRACK LOADER 1300-1699LB ROPS	$299	$776	$2,002
Earthmoving - Track Loaders	200-1431	COMPACT TRACK LOADER 1300-1699LB CAB	$317	$796	$2,051
Earthmoving - Track Loaders	200-1440	COMPACT TRACK LOADER 1700-1999LB ROPS	$299	$776	$2,002
Earthmoving - Track Loaders	200-1441	COMPACT TRACK LOADER 1700-1999LB CAB	$317	$796	$2,051
Earthmoving - Track Loaders	200-1450	COMPACT TRACK LOADER 2000-2399LB ROPS	$299	$776	$2,002
Earthmoving - Track Loaders	200-1451	COMPACT TRACK LOADER 2000-2399LB CAB	$317	$796	$2,051
Earthmoving - Track Loaders	200-1452	COMPACT TRACK LOADER 2000-2399LB ROPS HF	$317	$796	$2,051
Earthmoving - Track Loaders	200-1453	COMPACT TRACK LOADER 2000-2399LB CAB HF	$332	$830	$2,148
Earthmoving - Track Loaders	200-1460	COMPACT TRACK LOADER 2400-2799LB ROPS	$332	$830	$2,148
Earthmoving - Track Loaders	200-1461	COMPACT TRACK LOADER 2400-2799LB CAB	$350	$905	$2,198
Earthmoving - Track Loaders	200-1463	COMPACT TRACK LOADER 2400-2799LB CAB HF	$390	$1,023	$2,441
Earthmoving - Track Loaders	200-1470	COMPACT TRACK LOADER 2800LB & OVER ROPS	$390	$1,023	$2,441
Earthmoving - Track Loaders	200-1471	COMPACT TRACK LOADER 2800LB & OVER CAB	$402	$1,067	$2,539
Earthmoving - Track Loaders	200-1472	COMPACT TRACK LOADER 2800LB & UP ROPS HF	$402	$1,067	$2,539
Earthmoving - Track Loaders	200-1473	COMPACT TRACK LOADER 2800LB & UP CAB HF	$416	$1,082	$2,637
Earthmoving - Backhoe Loaders	210-1100	BACKHOE COMPACT TLB 20-23HP 4WD ROPS DSL	$229	$718	$1,693
Earthmoving - Backhoe Loaders	210-1200	BACKHOE COMPACT TLB 24-29HP 4WD ROPS DSL	$277	$840	$2,066
Earthmoving - Backhoe Loaders	210-3100	BACKHOE 70-97HP 2WD ROPS DSL	$291	$781	$1,905
Earthmoving - Backhoe Loaders	210-3200	BACKHOE 70-97HP 4WD ROPS DSL	$291	$781	$1,905
Earthmoving - Backhoe Loaders	210-3205	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL	$291	$781	$1,905
Earthmoving - Backhoe Loaders	210-3250	BACKHOE 70-97HP 4WD CAB DSL	$326	$851	$2,051
Earthmoving - Backhoe Loaders	210-3255	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL	$326	$851	$2,051
Earthmoving - Backhoe Loaders	210-4205	BACKHOE 98-115HP 4WD ROPS EXTENDAHOE DSL	$449	$1,264	$3,296
Earthmoving - Backhoe Loaders	210-4250	BACKHOE 98-115HP 4WD CAB DSL	$449	$1,264	$3,296
Earthmoving - Backhoe Loaders	210-4255	BACKHOE 98-115HP 4WD CAB EXTENDAHOE DSL	$449	$1,264	$3,296
Earthmoving - Backhoe Loaders	210-5205	BACKHOE OVER 115HP 4WD ROPS EXTENHOE DSL	$625	$1,758	$4,980
Earthmoving - Backhoe Loaders	210-5250	BACKHOE OVER 115HP 4WD CAB DSL	$625	$1,758	$4,980
Earthmoving - Backhoe Loaders	210-5255	BACKHOE OVER 115HP 4WD CAB EXTENDHOE DSL	$625	$1,758	$4,980
Concrete and Masonry - Demolition Robot	230-1100	DEMOLITION ROBOT DXR300 4300LB 17FT ELEC	$1,113	$3,247	$7,952
Concrete and Masonry - Demolition Robot Attachments	230-1210	BREAKER DEMOLITION ROBOT 440LB DXR300	$186	$464	$1,391
Earthmoving - Mini Excavators	240-1000	MINI-EXCAVATOR 2000-2999 LBS DSL ROPS	$248	$681	$1,416
Earthmoving - Mini Excavators	240-1002	MINI-EXCAVATOR 2000-2999 LBS ELC ROPS	$349	$990	$2,604
Earthmoving - Mini Excavators	240-1100	MINI-EXCAVATOR 3000-3999 LBS DSL ROPS	$248	$681	$1,416
Earthmoving - Mini Excavators	240-1200	MINI-EXCAVATOR 4000-4999 LBS DSL ROPS	$256	$698	$1,483
Earthmoving - Mini Excavators	240-1201	MINI-EXCAVATOR 4000-4999 LBS HYBRID ROPS	$440	$1,040	$2,734
Earthmoving - Mini Excavators	240-1300	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	$256	$698	$1,483
Earthmoving - Mini Excavators	240-1310	MINI-EXCAVATOR 5000-6999 LBS DSL CAB	$274	$721	$1,535
Earthmoving - Mini Excavators	240-1315	MINI-EXCAVATOR 5000-6999 LBS BATT ROPS	$993	$2,675	$5,580
Earthmoving - Mini Excavators	240-1400	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	$279	$738	$1,655
Earthmoving - Mini Excavators	240-1410	MINI-EXCAVATOR 7000-8999 LBS DSL CAB	$287	$760	$1,697
Earthmoving - Mini Excavators	240-1500	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS	$300	$841	$2,060
Earthmoving - Mini Excavators	240-1510	MINI-EXCAVATOR 9000-11999 LBS DSL CAB	$332	$870	$2,269
Earthmoving - Mini Excavators	240-1600	MINI-EXCAVATOR 12000-13999 LBS DSL ROPS	$376	$952	$2,395
Earthmoving - Mini Excavators	240-1610	MINI-EXCAVATOR 12000-13999 LBS DSL CAB	$405	$1,035	$2,488
Floor Care and Surface Prep - Wet & Dry Vacuums	240-1620	MINI-EXCAVATOR 12000 LBS DSL CAB WHEELED	$930	$2,232	$5,487
Earthmoving - Mini Excavators	240-1700	MINI-EXCAVATOR 14000-19000 LBS DSL ROPS	$440	$1,123	$3,036
Earthmoving - Mini Excavators	240-1710	MINI-EXCAVATOR 14000-19000 LBS DSL CAB	$440	$1,123	$3,036
Earthmoving - Excavators	240-2000	EXCAVATOR 28000-38000 LBS STD REACH	$674	$1,585	$4,464
Earthmoving - Excavators	240-2020	EXCAVATOR 28000-38000 LBS REDUCED TAIL	$674	$1,585	$4,464
Earthmoving - Mini Excavators	240-2030	EXCAVATOR 28000-38000 LBS RED TAILRUBTRK	$708	$1,807	$5,348
Earthmoving - Excavators	240-2040	EXCAVATOR 28000-38000 LBS CAB WHEELED	$879	$2,637	$7,617
Earthmoving - Excavators	240-2100	EXCAVATOR 39000-42000 LBS STD REACH	$833	$2,014	$5,571
Earthmoving - Excavators	240-2200	EXCAVATOR 43000-49999 LBS STD REACH	$833	$2,014	$5,571
Earthmoving - Excavators	240-2300	EXCAVATOR 50000-59999 LBS STD REACH	$1,099	$2,715	$6,859
Earthmoving - Excavators	240-2320	EXCAVATOR 50000-59999 LBS REDUCED TAIL	$1,099	$2,715	$6,859
Earthmoving - Excavators	240-2350	EXCAVATOR 50000-59999 LBS WHEELED	$1,512	$3,946	$10,230
Earthmoving - Excavators	240-2400	EXCAVATOR 60000-69999 LBS STD REACH	$1,372	$3,431	$8,928
Earthmoving - Excavators	240-2410	EXCAVATOR 60000-69999 LBS LONG REACH	$1,512	$3,946	$10,230
Earthmoving - Excavators	240-2500	EXCAVATOR 70000-80000 LBS STD REACH	$1,372	$3,431	$8,928
Earthmoving - Excavators	240-2510	EXCAVATOR 70000-80000 LBS REDUCED TAIL	$1,717	$4,526	$11,425
Earthmoving - Dozers	250-1100	DOZER STD TRACK 70-85 HP ROPS	$574	$1,465	$3,538
Earthmoving - Dozers	250-1140	DOZER WIDE TRACK 70-85 HP ROPS	$574	$1,465	$3,538
Earthmoving - Dozers	250-1160	DOZER WIDE TRACK 70-85 HP CAB	$574	$1,465	$3,538
Earthmoving - Dozers	250-1200	DOZER STD TRACK 86-95 HP ROPS	$635	$1,543	$4,092
Earthmoving - Dozers	250-1220	DOZER STD TRACK 86-95 HP CAB	$635	$1,543	$4,092
Earthmoving - Dozers	250-1240	DOZER WIDE TRACK 86-95 HP ROPS	$635	$1,543	$4,092
Earthmoving - Dozers	250-1260	DOZER WIDE TRACK 86-95 HP CAB	$635	$1,543	$4,092
Earthmoving - Dozers	250-1300	DOZER STD TRACK 96-105 HP ROPS	$693	$1,738	$4,534
Earthmoving - Dozers	250-1320	DOZER STD TRACK 96-105 HP CAB	$693	$1,738	$4,534
Earthmoving - Dozers	250-1340	DOZER WIDE TRACK 96-105 HP ROPS	$693	$1,738	$4,534
Earthmoving - Dozers	250-1360	DOZER WIDE TRACK 96-105 HP CAB	$693	$1,738	$4,534
Earthmoving - Dozers	250-1450	DOZER WIDE TRACK 106-130 HP ROPS	$1,070	$2,536	$6,604
Earthmoving - Dozers	250-1460	DOZER WIDE TRACK 106-130 HP CAB	$1,070	$2,536	$6,604
Earthmoving - Dozers	250-1560	DOZER WIDE TRACK 131-165 HP CAB	$1,163	$3,079	$7,885

Earthmoving - Road Gear	260-1100	ROAD GRADER 110-119HP DSL	$682	$1,868	$5,405
Earthmoving - Road Gear	260-1120	ROAD GRADER 130-139HP DSL	$1,016	$2,781	$7,808
Earthmoving - Wheel Loaders	265-1010	COMPACT LOADER 0.75 YD STD BKT DSL	$474	$1,016	$2,600
Earthmoving - Wheel Loaders	265-1110	COMPACT LOADER 1.0-1.4 YD STD BKT DSL	$527	$1,094	$2,817
Earthmoving - Wheel Loaders	265-1300	WHEEL LOADER 2.0-2.4 YD STD BKT DSL	$512	$1,436	$3,682
Earthmoving - Wheel Loaders	265-1310	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	$657	$1,679	$4,785
Earthmoving - Wheel Loaders	265-1320	WHEEL LOADER 2.5-3.4 YD MP BKT DSL	$679	$1,916	$4,883
Earthmoving - Wheel Loaders	265-1410	WHEEL LOADER 3.5-3.9 YD STD BKT DSL	$679	$1,916	$4,883
Earthmoving - Wheel Loaders	265-1510	WHEEL LOADER 4.0-4.5 YD STD BKT DSL	$803	$2,031	$6,464
Earthmoving - Wheel Loaders	265-1520	WHEEL LOADER 4.0-4.5 YD MP BKT DSL	$861	$2,351	$6,882
Earthmoving - Agricultural Tractors	275-1120	TRACTOR COMPACT 20-29HP 4WD DSL	$200	$547	$1,319
Earthmoving - Agricultural Tractors	275-1160	TRACTOR 40-49HP 4WD DSL	$242	$596	$1,502
Earthmoving - Agricultural Tractors	275-1200	TRACTOR 60-69HP 4WD DSL	$251	$625	$1,538
Earthmoving - Agricultural Tractors	275-1300	TRACTOR 90-99HP 4WD DSL	$264	$624	$1,684
Earthmoving - Agricultural Tractors	275-2140	TRACTOR LOADER 30-39HP 4WD DSL	$272	$699	$1,575
Earthmoving - Agricultural Tractors	275-2200	TRACTOR SKIPLOADER 60-90HP 4WD DSL	$308	$856	$2,000
Floor Care and Surface Prep - Wet & Dry Vacuums	280-1010	TRENCHER CABLE INSTALLER W/B GAS	$98	$317	$703
Earthmoving - Walk-Behind Trenchers	280-1020	TRENCHER W/B TRACK 24IN GAS	$180	$532	$934
Earthmoving - Walk-Behind Trenchers	280-1040	TRENCHER W/B TRACK 36IN GAS	$193	$532	$971
Earthmoving - Walk-Behind Trenchers	280-1060	TRENCHER W/B WHEEL 0IN TO 18IN GAS	$132	$362	$751
Earthmoving - Walk-Behind Trenchers	280-1070	TRENCHER W/B WHEEL 24IN GAS	$172	$492	$879
Earthmoving - Ride-On Trenchers	280-1110	TRENCHER RIDE-ON 35-49HP DSL	$374	$937	$2,119
Earthmoving - Mini-Skidsteer Track Machine Attachments	290-1000	WB LOADER ATTACHMENT AUGER	$51	$145	$374
Earthmoving - Mini-Skidsteer Track Machine Attachments	290-1005	WB LOADER ATTACHMENT TRENCHER	$79	$219	$457
Earthmoving - Mini-Skidsteer Track Machine Attachments	290-1010	WB LOADER SOIL CONDITIONER	$102	$308	$747
Earthmoving - Mini-Skidsteer Track Machine Attachments	290-1015	WB LOADER ATTACHMENT TILLER	$88	$242	$540
Earthmoving - Mini-Skidsteer Track Machine Attachments	290-1025	WB LOADER ATTACHMENT BREAKER <250 LBS	$153	$435	$913
Earthmoving - Mini-Skidsteer Track Machine Attachments	290-1035	WB LOADER ATTACHMENT BUCKET	$9	$26	$75
Earthmoving - Mini-Skidsteer Track Machine Attachments	290-1040	WB LOADER ATTACHMENT GRAPPLE BKT 36IN	$56	$158	$357
Earthmoving - Mini-Skidsteer Track Machine Attachments	290-1045	WB LOADER ATTACHMENT GRAPPLE BKT 42IN	$56	$158	$357
Earthmoving - Mini-Skidsteer Track Machine Attachments	290-1050	WB LOADER ATTACHMENT GRAPPLE BKT 48IN	$56	$158	$357
Earthmoving - Mini-Skidsteer Track Machine Attachments	290-1060	WB LOADER ATTACHMENT FORKS	$23	$66	$187
Earthmoving - Mini-Skidsteer Track Machine Attachments	290-1080	WB LOADER ATTACHMENT BORING	$88	$198	$374
Earthmoving - Skidsteer Attachments	290-2000	SKIDSTEER ATTACHMENT AUGER MED TORQUE	$88	$251	$623
Earthmoving - Skidsteer Attachments	290-2005	SKIDSTEER ATTACHMENT AUGER HI TORQUE	$88	$251	$623
Earthmoving - Skidsteer Attachments	290-2010	SKIDSTEER ATTACHMENT ANGLE BROOM	$102	$308	$706
Earthmoving - Skidsteer Attachments	290-2015	SKIDSTEER ATTACHMENT SWEEPER	$102	$308	$706
Earthmoving - Skidsteer Attachments	290-2020	SKIDSTEER ATTACHMENT SNOW PUSHER	$112	$219	$457
Earthmoving - Skidsteer Attachments	290-2022	SKIDSTEER ATTACHMENT ANGLE SNOW PLOW	$113	$245	$571
Earthmoving - Skidsteer Attachments	290-2025	SKIDSTEER ATTACHMENT SNOW BLOWER	$130	$264	$791
Earthmoving - Skidsteer Attachments	290-2030	SKIDSTEER ATTACHMENT TRENCHER	$135	$395	$996
Earthmoving - Skidsteer Attachments	290-2045	SKIDSTEER ATTACHMENT ROOT RAKE W CLAMP	$84	$184	$374
Earthmoving - Skidsteer Attachments	290-2050	SKIDSTEER ATTACHMENT ROCK HOUND RAKE	$135	$330	$826
Earthmoving - Skidsteer Attachments	290-2055	SKIDSTEER ATTACHMENT SOIL CONDITIONER	$135	$330	$826
Earthmoving - Skidsteer Attachments	290-2057	SKIDSTEER ATTACHMENT FLAIL MOWER	$278	$791	$1,868
Earthmoving - Skidsteer Attachments	290-2058	SKIDSTEER ATTACHMENT BRUSH CUTTER 60 SF	$172	$490	$1,166
Earthmoving - Skidsteer Attachments	290-2059	SKIDSTEER ATTACHMENT BRUSH CUTTER 66 SF	$172	$490	$1,166
Earthmoving - Skidsteer Attachments	290-2060	SKIDSTEER ATTACHMENT BRUSH CUTTER 72 SF	$172	$490	$1,166
Earthmoving - Skidsteer Attachments	290-2063	SKIDSTEER ATTACHMENT BRUSH CUTTER 72 HF	$218	$616	$1,453
Earthmoving - Skidsteer Attachments	290-2065	SKIDSTEER ATTACHMENT FORESTRY MULCHER	$742	$1,758	$3,735
Earthmoving - Skidsteer Attachments	290-2070	SKIDSTEER ATTACHMENT PLANER 14IN SF	$301	$1,011	$1,992
Earthmoving - Skidsteer Attachments	290-2073	SKIDSTEER ATTACHMENT PLANER 18IN HF	$352	$1,077	$2,075
Earthmoving - Skidsteer Attachments	290-2075	SKIDSTEER ATTACHMENT PLANER 24IN HF	$418	$1,274	$2,449
Earthmoving - Skidsteer Attachments	290-2080	SKIDSTEER ATTACHMENT TILLER	$102	$286	$623
Earthmoving - Skidsteer Attachments	290-2092	SKIDSTEER ATTACHMENT POST DRIVER	$117	$332	$830
Earthmoving - Skidsteer Attachments	290-2095	SKIDSTEER ATTACHMENT SPREADER	$74	$211	$598
Earthmoving - Skidsteer Attachments	290-2100	SKIDSTEER ATTACHMENT TREE BOOM	$65	$184	$349
Earthmoving - Skidsteer Attachments	290-2105	SKIDSTEER ATTACHMENT TILE SCRAPER	$74	$211	$398
Earthmoving - Skidsteer Attachments	290-2120	SKIDSTEER ATTACHMENT SHEAR	$106	$352	$857
Earthmoving - Skidsteer Attachments	290-2125	SKIDSTEER ATTACHMENT DOZER BLADE	$65	$184	$349
Earthmoving - Skidsteer Attachments	290-2135	SKIDSTEER ATTACHMENT VACUUM LIFT BATTERY	$166	$395	$791
Earthmoving - Skidsteer Attachments	290-2140	SKIDSTEER ATTACHMENT FORKS 42IN	$37	$105	$233
Earthmoving - Skidsteer Attachments	290-2145	SKIDSTEER ATTACHMENT FORKS 48IN	$37	$105	$233
Earthmoving - Skidsteer Attachments	290-2148	SKIDSTEER ATTACHMENT FORKS 72IN	$79	$233	$519
Earthmoving - Skidsteer Attachments	290-2195	SKIDSTEER ATTACHMENT ASPHALT FLOAT	$162	$369	$872
Earthmoving - Skidsteer Attachments	290-2210	SKIDSTEER ATTACHMENT BREAKER 191-290 LBS	$153	$435	$913
Earthmoving - Skidsteer Attachments	290-2220	SKIDSTEER ATTACHMENT BREAKER 291-390 LBS	$153	$435	$913
Earthmoving - Skidsteer Attachments	290-2225	SKIDSTEER ATTACHMENT BREAKER 391-600 LBS	$180	$514	$1,121
Earthmoving - Skidsteer Attachments	290-2230	COMBO SSL M-EX ATTACH BREAKER 391-600LBS	$180	$514	$1,121
Earthmoving - Skidsteer Attachments	290-2235	SKIDSTEER ATTACHMENT BREAKER 601-900 LBS	$180	$514	$1,121
Earthmoving - Skidsteer Attachments	290-2300	SKIDSTEER ATTACHMENT BUCKET 36IN	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2332	SKIDSTEER ATTACHMENT BUCKET 56IN LOW-PRO	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2340	SKIDSTEER ATTACHMENT BUCKET 62IN	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2345	SKIDSTEER ATTACHMENT BUCKET 62IN 4 IN 1	$56	$132	$374
Earthmoving - Skidsteer Attachments	290-2350	SKIDSTEER ATTACHMENT BUCKET 62IN LOW-PRO	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2360	SKIDSTEER ATTACHMENT BUCKET 66IN	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2365	SKIDSTEER ATTACHMENT BUCKET 66IN 4 IN 1	$56	$132	$374

Earthmoving - Skidsteer Attachments	290-2370	SKIDSTEER ATTACHMENT BUCKET 66IN LOW-PRO	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2380	SKIDSTEER ATTACHMENT BUCKET 68IN	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2385	SKIDSTEER ATTACHMENT BUCKET 68IN 4 IN 1	$56	$132	$374
Earthmoving - Skidsteer Attachments	290-2390	SKIDSTEER ATTACHMENT BUCKET 68IN LOW-PRO	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2400	SKIDSTEER ATTACHMENT BUCKET 72IN	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2405	SKIDSTEER ATTACHMENT BUCKET 72IN 4 IN 1	$56	$132	$374
Earthmoving - Skidsteer Attachments	290-2420	SKIDSTEER ATTACHMENT BUCKET 74IN	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2425	SKIDSTEER ATTACHMENT BUCKET 74IN 4 IN 1	$56	$132	$374
Earthmoving - Skidsteer Attachments	290-2430	SKIDSTEER ATTACHMENT BUCKET 74IN LIGHT	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2435	SKIDSTEER ATTACHMENT BUCKET 74IN LOW-PRO	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2440	SKIDSTEER ATTACHMENT BUCKET 78IN LOW-PRO	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2460	SKIDSTEER ATTACHMENT BUCKET 80IN	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2467	SKIDSTEER ATTACHMENT BUCKET 80IN LOW-PRO	$9	$26	$75
Earthmoving - Skidsteer Attachments	290-2475	SKIDSTEER ATTACHMENT BUCKET 84IN	$10	$26	$75
Earthmoving - Skidsteer Attachments	290-2500	SKIDSTEER ATTACHMENT BRUSH GRAPPLE	$70	$198	$457
Earthmoving - Backhoe Attachments	290-2502	SKIDSTEER ATTACHMENT GRAPPLE BKT 36IN	$54	$166	$445
Earthmoving - Skidsteer Attachments	290-2505	SKIDSTEER ATTACHMENT GRAPPLE BKT 60-65IN	$74	$211	$477
Earthmoving - Skidsteer Attachments	290-2510	SKIDSTEER ATTACHMENT GRAPPLE BKT 66-71IN	$74	$211	$477
Earthmoving - Skidsteer Attachments	290-2515	SKIDSTEER ATTACHMENT GRAPPLE BKT 72-77IN	$74	$211	$477
Earthmoving - Tractor Attachments	290-3020	TRACTOR ATTACHMENT RIPPER	$47	$132	$332
Earthmoving - Tractor Attachments	290-3030	TRACTOR ATTACHMENT BOX BLADE	$47	$132	$332
Earthmoving - Tractor Attachments	290-3040	TRACTOR ATTACHMENT ROTARY BRUSH MOWER	$60	$145	$394
Earthmoving - Skidsteer Attachments	290-3047	TRACTOR ATTACHMENT FLAIL MOWER	$78	$239	$616
Earthmoving - Tractor Attachments	290-3060	TRACTOR ATTACHMENT TILLER	$70	$198	$540
Earthmoving - Backhoe Attachments	290-4010	BACKHOE ATTACHMENT COMPACTION WHL 12IN	$116	$330	$706
Earthmoving - Backhoe Attachments	290-4015	BACKHOE ATTACHMENT COMPACTION WHL 18IN	$116	$330	$706
Earthmoving - Backhoe Attachments	290-4020	BACKHOE ATTACHMENT COMPACTION WHL 24IN	$116	$330	$706
Earthmoving - Backhoe Attachments	290-4030	BACKHOE ATTACHMENT THUMB	$23	$66	$125
Earthmoving - Backhoe Attachments	290-4050	BACKHOE ATTACHMENT FORKS 42IN	$42	$119	$286
Earthmoving - Backhoe Attachments	290-4055	BACKHOE ATTACHMENT FORKS 48IN	$42	$119	$286
Earthmoving - Backhoe Attachments	290-4060	BACKHOE ATTACHMENT FORKS 60IN	$47	$132	$312
Earthmoving - Backhoe Attachments	290-4100	BACKHOE BUCKET CRIBBING 8IN QC	$24	$49	$98
Earthmoving - Backhoe Attachments	290-4120	BACKHOE BUCKET TRENCH 12IN QC	$24	$49	$98
Earthmoving - Backhoe Attachments	290-4140	BACKHOE BUCKET TRENCH 18IN QC	$24	$49	$98
Earthmoving - Backhoe Attachments	290-4150	BACKHOE BUCKET TRENCH 24IN QC	$24	$49	$98
Earthmoving - Backhoe Attachments	290-4160	BACKHOE BUCKET TRENCH 30IN QC	$24	$49	$98
Earthmoving - Backhoe Attachments	290-4170	BACKHOE BUCKET TRENCH 36IN QC	$24	$49	$98
Earthmoving - Backhoe Attachments	290-4180	BACKHOE BUCKET SMOOTH 36IN QC	$24	$49	$98
Earthmoving - Backhoe Attachments	290-4190	BACKHOE BUCKET TRENCH 42IN QC	$42	$97	$274
Earthmoving - Backhoe Attachments	290-4205	BACKHOE BUCKET SMOOTH 48IN QC	$42	$97	$274
Earthmoving - Backhoe Attachments	290-4210	BACKHOE BUCKET TRENCH 48IN QC	$42	$97	$274
Earthmoving - Backhoe Attachments	290-4280	BACKHOE BUCKET 1YD SIDE DUMP	$116	$330	$706
Earthmoving - Excavators Attachments	290-5000	MINI-EX ATTACHMENT AUGER MED TORQUE	$88	$251	$623
Earthmoving - Excavators Attachments	290-5010	MINI-EX ATTACHMENT COMPACTION WHL	$93	$264	$581
Earthmoving - Excavators Attachments	290-5020	MINI-EX ATTACHMENT FORESTRY MULCHER	$463	$1,187	$2,491
Earthmoving - Excavators Attachments	290-5150	MINI-EX ATTACHMENT BREAKER 191-290 LBS	$180	$514	$1,121
Earthmoving - Excavators Attachments	290-5160	MINI-EX ATTACHMENT BREAKER 391-600 LBS	$180	$514	$1,121
Earthmoving - Excavators Attachments	290-5165	MINI-EX ATTACHMENT BREAKER 601-900 LBS	$348	$990	$2,034
Earthmoving - Excavators Attachments	290-5180	MINI-EX ATTACH SWING CPLR UP TO 9K LBS	$47	$132	$374
Earthmoving - Excavators Attachments	290-5186	MINI-EX TLB ATTACH SWING CPLR 14-20K LBS	$74	$211	$540
Earthmoving - Excavators Attachments	290-5210	MINI-EX <19K LBS BUCKET CRIBBING 10IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5220	MINI-EX <19K LBS BUCKET TRENCH <12IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5240	MINI-EX <19K LBS BUCKET TRENCH 12IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5245	MINI-EX <19K LBS BUCKET TRENCH 12IN PO	$19	$44	$125
Earthmoving - Excavators Attachments	290-5250	MINI-EX <19K LBS BUCKET SMOOTH 12IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5270	MINI-EX <19K LBS BUCKET TRENCH 16IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5280	MINI-EX <19K LBS BUCKET TRENCH 18IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5285	MINI-EX <19K LBS BUCKET TRENCH 18IN PO	$19	$44	$125
Earthmoving - Excavators Attachments	290-5290	MINI-EX <19K LBS BUCKET SMOOTH 18IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5320	MINI-EX <19K LBS BUCKET TRENCH 24IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5325	MINI-EX <19K LBS BUCKET TRENCH 24IN PO	$19	$44	$125
Earthmoving - Excavators Attachments	290-5330	MINI-EX <19K LBS BUCKET SMOOTH 24IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5340	MINI-EX <19K LBS BUCKET TRENCH 30IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5350	MINI-EX <19K LBS BUCKET SMOOTH 30 IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5360	MINI-EX <19K LBS BUCKET TRENCH 36IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5365	MINI-EX <19K LBS BUCKET TRENCH 36IN PO	$19	$44	$125
Earthmoving - Excavators Attachments	290-5370	MINI-EX <19K LBS BUCKET SMOOTH 36IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5380	MINI-EX <19K LBS BUCKET SWING 36IN QC	$19	$44	$125
Earthmoving - Excavators Attachments	290-5390	MINI-EX <19K LBS BUCKET TRENCH 42IN QC	$28	$66	$187
Earthmoving - Excavators Attachments	290-5410	MINI-EX <19K LBS BUCKET TRENCH 48N QC	$28	$66	$187
Earthmoving - Excavators Attachments	290-5420	MINI-EX <19K LBS BUCKET SMOOTH 48IN QC	$28	$66	$187
Earthmoving - Excavators Attachments	290-6000	EXCAVAT 28K-39K BUCKET TRENCH 12IN QC	$37	$88	$249
Earthmoving - Excavators Attachments	290-6010	EXCAVAT 28K-39K BUCKET TRENCH 18IN QC	$37	$88	$249
Earthmoving - Excavators Attachments	290-6015	EXCAVAT 28K-39K BUCKET TRENCH 18IN PO	$37	$88	$249
Earthmoving - Excavators Attachments	290-6020	EXCAVAT 28K-39K BUCKET TRENCH 24IN QC	$37	$88	$249
Earthmoving - Excavators Attachments	290-6025	EXCAVAT 28K-39K BUCKET TRENCH 24IN PO	$37	$88	$249
Earthmoving - Excavators Attachments	290-6030	EXCAVAT 28K-39K BUCKET TRENCH 30IN QC	$37	$88	$249

Earthmoving - Excavators Attachments	290-6035	EXCAVAT 28K-39K BUCKET TRENCH 30IN PO	$37	$88	$249
Earthmoving - Excavators Attachments	290-6040	EXCAVAT 28K-39K BUCKET TRENCH 36IN QC	$37	$88	$249
Earthmoving - Excavators Attachments	290-6045	EXCAVAT 28K-39K BUCKET TRENCH 36IN PO	$37	$88	$249
Earthmoving - Excavators Attachments	290-6050	EXCAVAT 28K-39K BUCKET TRENCH 42IN QC	$37	$88	$249
Earthmoving - Excavators Attachments	290-6055	EXCAVAT 28K-39K BUCKET TRENCH 42IN PO	$37	$88	$249
Earthmoving - Excavators Attachments	290-6060	EXCAVAT 28K-39K BUCKET TRENCH 48IN QC	$37	$88	$249
Earthmoving - Excavators Attachments	290-6065	EXCAVAT 28K-39K BUCKET TRENCH 48IN PO	$37	$88	$249
Earthmoving - Excavators Attachments	290-6070	EXCAVAT 28K-39K BUCKET SCREEN 48IN QC	$37	$88	$249
Earthmoving - Excavators Attachments	290-6082	EXCAVAT 28K-39K BUCKET SMOOTH 60IN QC	$56	$132	$374
Earthmoving - Excavators Attachments	290-6085	EXCAVAT 28K-39K BUCKET TRENCH 60IN PO	$56	$132	$374
Earthmoving - Excavators Attachments	290-6135	EXCAVAT 39K-50K BUCKET TRENCH 24IN PO	$47	$111	$312
Earthmoving - Excavators Attachments	290-6145	EXCAVAT 39K-50K BUCKET TRENCH 30IN PO	$47	$111	$312
Earthmoving - Excavators Attachments	290-6155	EXCAVAT 39K-50K BUCKET TRENCH 36IN PO	$47	$111	$312
Earthmoving - Excavators Attachments	290-6165	EXCAVAT 39K-50K BUCKET TRENCH 42IN PO	$47	$111	$312
Earthmoving - Excavators Attachments	290-6175	EXCAVAT 39K-50K BUCKET TRENCH 48IN PO	$47	$111	$312
Earthmoving - Excavators Attachments	290-6195	EXCAVAT 39K-50K BUCKET SMOOTH 60IN PO	$70	$163	$435
Earthmoving - Excavators Attachments	290-6210	EXCAVAT 39K-50K BUCKET SMOOTH 66IN PO	$70	$163	$435
Earthmoving - Excavators Attachments	290-6215	EXCAVAT 39K-50K BUCKET SMOOTH 72IN PO	$70	$163	$435
Earthmoving - Excavators Attachments	290-6245	EXCAVAT 50K-60K BUCKET TRENCH 24IN PO	$47	$111	$312
Earthmoving - Excavators Attachments	290-6265	EXCAVAT 50K-60K BUCKET TRENCH 36IN PO	$47	$111	$312
Earthmoving - Excavators Attachments	290-6285	EXCAVAT 50K-60K BUCKET TRENCH 48IN PO	$47	$111	$312
Earthmoving - Excavators Attachments	290-6295	EXCAVAT 50K-60K BUCKET TRENCH 54IN PO	$70	$163	$435
Earthmoving - Excavators Attachments	290-6365	EXCAVAT 60K-80K BUCKET TRENCH 36IN PO	$56	$132	$374
Earthmoving - Excavators Attachments	290-6395	EXCAVAT 60K-80K BUCKET TRENCH 54IN PO	$56	$132	$374
Earthmoving - Excavators Attachments	290-6405	EXCAVAT 60K-80K BUCKET TRENCH 60IN PO	$84	$198	$561
Earthmoving - Excavators Attachments	290-6500	EXCAVAT ATTACHMENT GRAPPLE BUCKET	$487	$1,349	$3,255
Earthmoving - Excavators Attachments	290-6510	EXCAVAT ATTACHMENT FLAIL MOWER	$233	$659	$1,245
Earthmoving - Excavators Attachments	290-6530	EXCAVAT ATTACHMENT COMPACTION WHL 24IN	$209	$527	$1,204
Earthmoving - Excavators Attachments	290-6535	EXCAVAT ATTACHMENT COMPACTION WHL 36IN	$209	$527	$1,204
Earthmoving - Excavators Attachments	290-6585	BACKHOE/8MT EXC ATTACHMENT AUGER	$116	$330	$872
Earthmoving - Excavators Attachments	290-6590	EXCAVAT ATTACHMENT THUMB	$65	$172	$315
Earthmoving - Excavators Attachments	290-6700	EXC TLB ATTACH BREAKER 1251-1800 LBS	$348	$990	$2,034
Earthmoving - Excavators Attachments	290-6705	EXCAVAT ATTACHMENT BREAKER 1801-2500 LBS	$604	$1,714	$3,735
Earthmoving - Excavators Attachments	290-6710	EXCAVAT ATTACHMENT BREAKER 2501-4800 LBS	$604	$1,714	$3,735
Earthmoving - Excavators Attachments	290-6715	EXCAVAT ATTACHMENT BREAKER 4801-6500 LBS	$789	$2,241	$4,815
Earthmoving - Excavators Attachments	290-6720	EXCAVAT ATTACHMENT BREAKER >10000 LBS	$975	$2,769	$6,475
Earthmoving - Wheel Loader Attachments	290-7000	LOADER ATTACHMENT ROOT RAKE NO CLAMP	$102	$242	$457
Earthmoving - Wheel Loader Attachments	290-7005	LOADER ATTACHMENT ROOT RAKE W CLAMP	$180	$418	$789
Earthmoving - Wheel Loader Attachments	290-7010	LOADER ATTACHMENT LANDSCAPE RAKE	$116	$259	$578
Earthmoving - Wheel Loader Attachments	290-7020	LOADER ATTACHMENT SNOW PUSHER	$116	$330	$706
Earthmoving - Wheel Loader Attachments	290-7025	LOADER ATTACHMENT BOOM	$74	$140	$312
Earthmoving - Wheel Loader Attachments	290-7030	LOADER ATTACHMENT TRUSS BOOM	$74	$140	$312
Earthmoving - Wheel Loader Attachments	290-7040	LOADER ATTACHMENT FORKS 48IN	$88	$242	$457
Earthmoving - Wheel Loader Attachments	290-7045	LOADER ATTACHMENT FORKS 60IN	$98	$255	$498
Earthmoving - Wheel Loader Attachments	290-7050	LOADER ATTACHMENT FORKS 72IN	$112	$272	$540
Earthmoving - Wheel Loader Attachments	290-7055	LOADER ATTACHMENT FORKS 84IN	$125	$290	$581
Earthmoving - Wheel Loader Attachments	290-7060	LOADER ATTACHMENT FORKS 96IN	$140	$308	$623
Earthmoving - Wheel Loader Attachments	290-7110	LOADER BUCKET <4YD	$47	$132	$286
Earthmoving - Wheel Loader Attachments	290-7115	LOADER BUCKET 4YD AND OVER	$70	$172	$352
Earthmoving - Wheel Loader Attachments	290-7120	LOADER BUCKET COMBINATION	$88	$219	$494
Earthmoving - Wheel Loader Attachments	290-7140	LOADER BUCKET ROLLOUT 5-6YD	$255	$571	$1,577
Earthmoving - Wheel Loader Attachments	290-7145	LOADER BUCKET ROLLOUT 7.5YD AND OVER	$301	$682	$1,785
Earthmoving - Wheel Loader Attachments	290-7150	LOADER BUCKET SIDE DUMP	$116	$330	$706
Earthmoving - Wheel Loader Attachments	290-7155	LOADER ATTACHMENT PIPE GRAPPLE FORK	$140	$395	$996
Earthmoving - Wheel Loader Attachments	290-7157	LOADER ATTACHMENT GRAPPLE BUCKET	$102	$308	$706
Earthmoving - Tractor Attachments	290-8000	DOZER ATTACHMENT ROOT RAKE NO CLAMP	$70	$176	$352
Earthmoving - Excavators Attachments	290-8020	CONCRETE HWY BARRIER LIFTING TONGS	$69	$200	$376
Trench Shoring	310-1005	MANHOLE BOX 2FTX8FTX8FT	$23	$116	$331
Trench Shoring	310-1010	MANHOLE BOX 4FTX10FTX10FT	$56	$278	$791
Trench Shoring	310-1020	MANHOLE BOX 4FTX8FTX8FT	$47	$234	$666
Trench Shoring	310-1035	MANHOLE BOX 8FTX10FTX10FT	$131	$522	$1,482
Trench Shoring	310-1040	MANHOLE BOX 8FTX8FTX8FT	$72	$357	$1,016
Trench Shoring	310-1045	MANHOLE BOX PLYWOOD 4FTX8FTX6-8FT	$40	$199	$565
Trench Shoring	310-1055	MANHOLE BOX PLYWOOD 8FTX8FTX6-8FT	$45	$221	$628
Trench Shoring	310-1070	MANHOLE BOX 6FTX10FTX10FT	$74	$299	$847
Trench Shoring	310-2000	SHIELD 4FTX10FTX4IN	$68	$272	$773
Trench Shoring	310-2005	SHIELD 4FTX12FTX4IN	$45	$221	$628
Trench Shoring	310-2010	SHIELD 4FTX16FTX4IN	$68	$340	$967
Trench Shoring	310-2015	SHIELD 4FTX20FTX4IN	$80	$398	$1,130
Trench Shoring	310-2020	SHIELD 4FTX24FTX6IN	$105	$525	$1,495
Trench Shoring	310-2025	SHIELD 6FTX12FTX4IN	$53	$265	$753
Trench Shoring	310-2030	SHIELD 6FTX16FTX4IN	$75	$376	$1,068
Trench Shoring	310-2045	SHIELD 6FTX24FTX6IN	$115	$575	$1,632
Trench Shoring	310-2046	SHIELD 8FTX8FTX4IN	$96	$381	$1,083
Trench Shoring	310-2050	SHIELD 8FTX12FTX4IN	$71	$353	$1,004
Trench Shoring	310-2055	SHIELD 8FTX16FTX4IN	$87	$437	$1,243
Trench Shoring	310-2060	SHIELD 8FTX20FTX4IN	$106	$530	$1,507

Trench Shoring	310-2070	SHIELD 8FTX24FTX6IN	$152	$760	$2,159
Trench Shoring	310-2075	SHIELD 10FTX12FTX4IN	$98	$486	$1,381
Trench Shoring	310-2080	SHIELD 10FTX12FTX6IN	$98	$486	$1,381
Trench Shoring	310-2085	SHIELD 10FTX16FTX4IN	$123	$614	$1,746
Trench Shoring	310-2090	SHIELD 10FTX20FTX4IN	$140	$702	$1,997
Trench Shoring	310-2095	SHIELD 10FTX24FTX6IN	$172	$861	$2,449
Trench Shoring	310-2300	END PANEL SHIELD 6FTX8FT	$37	$150	$423
Trench Shoring	310-4010	SHIELD 8FTX10FT ALUMINUM SOLID	$185	$369	$1,050
Trench Shoring	310-4015	SHIELD 8FTX12FT ALUMINUM SOLID	$199	$398	$1,130
Trench Shoring	310-4020	SHIELD 8FTX8FT ALUMINUM SOLID	$159	$318	$904
Trench Shoring	310-4035	SHIELD 6FTX12FT ALUMINUM CORRUGATED	$151	$300	$854
Trench Shoring	310-4045	SHIELD 6FTX8FT ALUMINUM CORRUGATED	$106	$212	$603
Trench Shoring	310-4055	SHIELD 8FTX10FT ALUMINUM CORRUGATED	$168	$336	$954
Trench Shoring	310-4060	SHIELD 8FTX12FT ALUMINUM CORRUGATED	$199	$398	$1,130
Trench Shoring	310-4070	SHIELD 8FTX8FT ALUMINUM CORRUGATED	$167	$334	$950
Bulk & Miscellaneous	310-4105	SHIELD ARCH	$53	$265	$753
Bulk & Miscellaneous	310-4200	TEST PIPE PLUG 12-18IN	$35	$71	$201
Bulk & Miscellaneous	310-4205	TEST PIPE PLUG 12-24IN	$50	$100	$285
Bulk & Miscellaneous	310-4210	TEST PIPE PLUG 15-30IN	$72	$143	$462
Bulk & Miscellaneous	310-4225	TEST PIPE PLUG 20-36IN	$102	$204	$580
Bulk & Miscellaneous	310-4235	PIPE VAC TEST PLUG 24-30IN	$70	$140	$397
Bulk & Miscellaneous	310-4240	TEST PIPE PLUG 24-48IN	$140	$278	$791
Bulk & Miscellaneous	320-2065	STEEL PLATE 4FTX8FTX1IN	$4	$20	$78
Bulk & Miscellaneous	320-2100	STEEL PLATE 6FTX10FTX1IN	$6	$26	$104
Bulk & Miscellaneous	320-2155	STEEL PLATE 8FTX12FTX1IN	$8	$44	$175
Bulk & Miscellaneous	320-2185	STEEL PLATE 8FTX16FTX1.5IN	$19	$95	$379
Material Handling - Glass Handler	340-1050	GLASS HANDLER 770LB 9'-4" ELEC	$464	$1,377	$4,175
Material Handling - Glass Handler	340-1060	GLASS HANDLER 1265LB 11'-10" ELEC	$580	$1,739	$5,218
Material Handling - Glass Handler	340-1080	GLASS HANDLER 1730LB 12'-9" ELEC	$742	$2,226	$6,679
Material Handling - Glass Handler	340-1090	GLASS HANDLER 2200LB 13'-5" ELEC	$812	$2,436	$7,305
Material Handling - Glass Handler	340-1300	GLASS HANDLER 550LB 9FT 7IN MANUAL	$167	$395	$835
Material Handling - Spyder Cranes	350-1130	CRAWLER CRANE 1990LB 22FT TIP BATT	$524	$1,361	$4,604
Material Handling - Spyder Cranes	350-1145	CRAWLER CRANE 1990LB 37FT TIP JIB DF	$663	$1,919	$5,524
Material Handling - Spyder Cranes	350-1150	CRAWLER CRANE 1990LB 37FT TIP JIB BATT	$663	$1,919	$5,524
Material Handling - Spyder Cranes	350-1185	CRAWLER CRANE 5800LB 31FT TIP BATT	$663	$1,919	$5,524
Material Handling - Spyder Cranes	350-1200	CRAWLER CRANE 6450LB 37FT TIP JIB DF	$663	$1,919	$5,524
Material Handling - Spyder Cranes	350-1205	CRAWLER CRANE 6450LB 37FT TIP JIB BATT	$663	$1,919	$5,524
Material Handling - Spyder Cranes	350-1210	CRAWLER CRANE 6450LB 37FT TIP JIB DSL	$663	$1,919	$5,524
Material Handling - Spyder Cranes	350-1225	CRAWLER CRANE 5800LB 52FT TIP HYB	$803	$2,302	$7,533
Material Handling - Spyder Cranes	350-1240	CRAWLER CRANE 6680LB 52FT TIP HYB	$803	$2,302	$7,533
Material Handling - Spyder Cranes	350-1245	CRAWLER CRANE 6680LB 52FT TIP DSL	$803	$2,302	$7,533
Material Handling - Spyder Cranes	350-1265	CRAWLER CRANE 6680LB 52FT TIP JIB HYBLMI	$803	$2,302	$7,533
Material Handling - Spyder Cranes	350-1270	CRAWLER CRANE 5800LB 54FT TIP DSL LMI	$803	$2,302	$7,533
Material Handling - Spyder Cranes	350-1285	CRAWLER CRANE 8920LB 68FT TIP HYB	$1,046	$2,790	$9,207
Material Handling - Carry Deck Cranes	350-2010	CRANE CARRY DECK DUAL FUEL 5000LB 15FT	$366	$1,068	$3,062
Material Handling - Carry Deck Cranes	350-2030	CRANE CARRY DECK DSL 8000LB 19FT	$533	$1,439	$3,897
Material Handling - Carry Deck Cranes	350-2040	CRANE CARRY DECK DUAL FUEL 8000LB 19FT	$533	$1,439	$3,897
Material Handling - Carry Deck Cranes	350-2060	CRANE CARRY DECK DSL 18000LB 30FT	$672	$1,851	$4,360
Material Handling - Carry Deck Cranes	350-2070	CRANE CARRY DECK DUAL FUEL 18000LB 30FT	$672	$1,851	$4,360
Material Handling - Carry Deck Cranes	350-2090	CRANE CARRY DECK DSL 30000LB 50FT	$923	$2,412	$6,030
Material Handling - Carry Deck Cranes	350-2100	CRANE CARRY DECK DUAL FUEL 30000LB 50FT	$923	$2,412	$6,030
Material Handling - Rough Terrain Cranes	350-3000	CRANE ROUGH TERRAIN DSL 30000LB 60FT	$672	$1,893	$5,659
Material Handling - Carry Deck Cranes	350-3210	CRANE WALK-BEHIND BOOM 3000LB BATTERY	$334	$808	$2,022
Aerial - Attachments & Accessories	355-1010	DRONE TIER 1 (RR)	$121	$456	$1,669
Aerial - Attachments & Accessories	355-1030	DRONE TIER 2 (RR)	$130	$508	$1,840
Aerial - Attachments & Accessories	355-1050	DRONE TIER 3 (RR)	$214	$856	$3,025
Aerial - Attachments & Accessories	355-1070	DRONE TIER 4 (RR)	$177	$698	$2,558
Aerial - Attachments & Accessories	355-1090	DRONE TIER 5 (RR)	$610	$2,513	$9,177
Aerial - Attachments & Accessories	355-2030	PAYLOAD TIER 2 (RR)	$28	$84	$251
Aerial - Attachments & Accessories	355-2050	PAYLOAD TIER 3 (RR)	$138	$551	$1,851
Aerial - Attachments & Accessories	355-2070	PAYLOAD TIER 4 (RR)	$177	$707	$2,279
Aerial - Attachments & Accessories	355-2090	PAYLOAD TIER 5 (RR)	$698	$2,744	$10,695
Aerial - Attachments & Accessories	355-2110	DRONE BASE STATION TIER 1 (RR)	$60	$238	$952
Aerial - Attachments & Accessories	355-2130	DRONE BASE STATION TIER 2 (RR)	$78	$303	$1,123
Aerial - Vertical Mast Lifts	400-1020	WORK PLATFORM 2-5 FT DRIVABLE BATT	$93	$176	$308
Aerial - Personal Lifts	400-1050	MAST LIFT 7FT PUSH AROUND MANUAL LIFT	$121	$230	$330
Aerial - Personal Lifts	400-1070	MAST LIFT 5-7FT PUSH AROUND ELEC LIFT	$93	$176	$308
Aerial - Personal Lifts	400-1100	MAST LIFT 13-15FT PORTABLE BATT	$121	$234	$348
Aerial - Vertical Mast Lifts	400-1200	MAST LIFT 20FT PUSH AROUND OUTR BATT	$98	$230	$358
Aerial - Vertical Mast Lifts	400-1210	MAST LIFT 25FT PUSH AROUND OUTR BATT	$117	$303	$465
Aerial - Vertical Mast Lifts	400-1220	MAST LIFT 30FT PUSH AROUND OUTR BATT	$152	$327	$581
Aerial - Vertical Mast Lifts	400-1222	MAST LIFT 30FT PUSH AROUND NO OUTR BATT	$152	$327	$581
Aerial - Vertical Mast Lifts	400-1230	MAST LIFT 36FT PUSH AROUND OUTR BATT	$161	$371	$628
Aerial - Vertical Mast Lifts	400-1240	MAST LIFT 40FT PUSH AROUND OUTR BATT	$167	$425	$651
Aerial - Vertical Mast Lifts	400-1270	MAST LIFT 12FT DRIVABLE BATT	$88	$210	$349
Aerial - Vertical Mast Lifts	400-1280	MAST LIFT 15FT-16FT DRIVABLE BATT	$108	$219	$376
Aerial - Vertical Mast Lifts	400-1282	MAST LIFT 16FT DRIVABLE BATT ALL ELEC	$172	$376	$750

Aerial - Vertical Mast Lifts	400-1290	MAST LIFT 20FT DRIVABLE BATT	$115	$225	$419
Aerial - Vertical Mast Lifts	400-1291	MAST LIFT 20FT DRIVABLE BLK BATT	$115	$225	$419
Aerial - Vertical Mast Lifts	400-1293	MAST LIFT 20FT DRIVABLE LCS BATT	$147	$288	$488
Aerial - Vertical Mast Lifts	400-1295	MAST LIFT 25FT DRIVABLE LCS BATT	$191	$366	$684
Aerial - Vertical Mast Lifts	400-1300	MAST STYLE BOOM LIFT 20FT BATT	$195	$459	$1,577
Aerial - Vertical Mast Lifts	400-1310	MAST STYLE BOOM LIFT 26FT BATT	$195	$459	$1,577
Aerial - Vertical Mast Lifts	400-1320	MAST STYLE BOOM LIFT 32FT BATT	$238	$562	$1,992
Aerial - Vertical Mast Lifts	405-1053	AIRCRAFT MAINTENANCE STAND PUSH AROUND	$140	$264	$527
Aerial - Electric Scissor Lifts	405-1060	SCISSOR LIFT 12-13FT 30IN ELEC	$115	$225	$391
Aerial - Electric Scissor Lifts	405-1062	SCISSOR LIFT 13FT 30IN COMPACT LCS ELEC	$115	$225	$391
Aerial - Electric Scissor Lifts	405-1065	SCISSOR LIFT 13FT X-DECK COMPACT LCS ELE	$127	$269	$440
Aerial - Electric Scissor Lifts	405-1070	SCISSOR LIFT 14FT 30IN ELEC	$115	$225	$391
Aerial - Electric Scissor Lifts	405-1080	SCISSOR LIFT 15FT 30IN ELEC	$115	$225	$391
Aerial - Electric Scissor Lifts	405-1085	SCISSOR LIFT 19FT 32IN COMPACT ELEC	$115	$225	$391
Aerial - Electric Scissor Lifts	405-1087	SCISSOR LIFT 19FT 32IN COMPACT LCS ELEC	$115	$225	$391
Aerial - Electric Scissor Lifts	405-1088	SCISSOR LIFT 19FT X-DECK COMPACT LCS ELE	$127	$269	$440
Aerial - Electric Scissor Lifts	405-1090	SCISSOR LIFT 19FT 30-32IN ELEC	$101	$200	$362
Aerial - Electric Scissor Lifts	405-1091	SCISSOR LIFT 19FT 30-32IN BLK ELEC	$101	$200	$362
Aerial - Electric Scissor Lifts	405-1100	SCISSOR LIFT 20FT 30-32IN ELEC	$115	$239	$440
Aerial - Electric Scissor Lifts	405-1110	SCISSOR LIFT 20FT 32IN P-DECK ELEC	$115	$239	$440
Aerial - Electric Scissor Lifts	405-1120	SCISSOR LIFT 20FT 46" WIDE ELEC	$159	$349	$691
Aerial - Electric Scissor Lifts	405-1140	SCISSOR LIFT 26FT 32IN ELEC	$138	$274	$553
Aerial - Electric Scissor Lifts	405-1141	SCISSOR LIFT 26FT 32IN BLK ELEC	$138	$274	$553
Aerial - Electric Scissor Lifts	405-1142	SCISSOR LIFT 26FT 32IN COMPACT LCS ELEC	$144	$284	$586
Aerial - Electric Scissor Lifts	405-1145	SCISSOR LIFT 26FT 32IN ELEC EE RATED	$144	$284	$586
Aerial - Electric Scissor Lifts	405-1150	SCISSOR LIFT 26FT 46IN ELEC	$138	$274	$553
Aerial - Electric Scissor Lifts	405-1151	SCISSOR LIFT 26FT 46IN BLK ELEC	$138	$274	$553
Aerial - Electric Scissor Lifts	405-1160	SCISSOR LIFT 26FT 69IN ELEC	$143	$293	$796
Aerial - Electric Scissor Lifts	405-1170	SCISSOR LIFT 26FT 46IN AVIATION PKG ELEC	$143	$293	$796
Aerial - Electric Scissor Lifts	405-1172	SCISSOR LIFT 26FT 46IN AV EE EXT CHG EL	$143	$293	$796
Aerial - Electric Scissor Lifts	405-1200	SCISSOR LIFT 32FT 32IN ELEC	$167	$379	$767
Aerial - Electric Scissor Lifts	405-1201	SCISSOR LIFT 32FT 32IN BLK ELEC	$167	$379	$767
Aerial - Electric Scissor Lifts	405-1210	SCISSOR LIFT 32FT 46-48IN ELEC	$161	$358	$744
Aerial - Electric Scissor Lifts	405-1211	SCISSOR LIFT 32FT 46-48IN BLK ELEC	$161	$358	$744
Aerial - Electric Scissor Lifts	405-1260	SCISSOR LIFT 40FT 47IN ELEC	$206	$512	$1,074
Aerial - Electric Scissor Lifts	405-1261	SCISSOR LIFT 40FT 47IN BLK ELEC	$206	$512	$1,074
Aerial - Electric Scissor Lifts	405-1270	SCISSOR LIFT 40FT 69IN ELEC	$245	$547	$1,317
Aerial - Electric Scissor Lifts	405-1271	SCISSOR LIFT 40FT 69IN WIDE BLK ELEC	$245	$547	$1,317
Aerial - Electric Scissor Lifts	405-1300	SCISSOR LIFT 45-46FT 55IN ELEC	$245	$547	$1,317
Aerial - Electric Scissor Lifts	405-1302	SCISSOR LIFT 45FT 55IN LCS ELEC	$269	$610	$1,416
Aerial - Rough Terrain Scissor Lifts	405-1400	SCISSOR LIFT 26FT RT ELEC	$225	$512	$1,043
Aerial - Rough Terrain Scissor Lifts	405-1430	SCISSOR LIFT 26FT RT DF	$225	$512	$1,043
Aerial - Rough Terrain Scissor Lifts	405-1440	SCISSOR LIFT 26FT RT OUTR DF	$225	$512	$1,043
Aerial - Rough Terrain Scissor Lifts	405-1450	SCISSOR LIFT 26FT RT DSL	$225	$512	$1,043
Aerial - Rough Terrain Scissor Lifts	405-1451	SCISSOR LIFT 26FT RT BLK DSL	$225	$512	$1,043
Aerial - Rough Terrain Scissor Lifts	405-1460	SCISSOR LIFT 26FT RT OUTR DSL	$225	$512	$1,043
Aerial - Rough Terrain Scissor Lifts	405-1485	SCISSOR LIFT 30FT RT 84IN SLEV DECK ELEC	$376	$879	$1,929
Aerial - Rough Terrain Scissor Lifts	405-1500	SCISSOR LIFT 33FT RT 69IN DECK HYB	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1520	SCISSOR LIFT 33FT RT 69IN DECK DF	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1530	SCISSOR LIFT 33FT RT 69IN DECK OUTR DF	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1540	SCISSOR LIFT 33FT RT 69IN DECK DSL	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1550	SCISSOR LIFT 33FT RT 69IN DECK OUTR DSL	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1560	SCISSOR LIFT 33FT RT 84IN DECK DF	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1570	SCISSOR LIFT 33FT RT 84IN DECK OUTR DF	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1580	SCISSOR LIFT 33FT RT 84IN DECK DSL	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1590	SCISSOR LIFT 33FT RT 84IN DECK OUTR DSL	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1600	SCISSOR LIFT 33FT RT 94IN DECK DF	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1610	SCISSOR LIFT 33FT RT 94IN DECK OUTR DF	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1620	SCISSOR LIFT 33FT RT 94IN DECK DSL	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1630	SCISSOR LIFT 33FT RT 94IN DECK OUTR DSL	$270	$605	$1,186
Aerial - Rough Terrain Scissor Lifts	405-1700	SCISSOR LIFT 40FT RT 69IN DECK ELEC	$297	$659	$1,587
Aerial - Rough Terrain Scissor Lifts	405-1710	SCISSOR LIFT 40FT RT 69IN DECK HYB	$297	$659	$1,587
Aerial - Rough Terrain Scissor Lifts	405-1730	SCISSOR LIFT 40FT RT 69IN DECK DF	$297	$659	$1,587
Aerial - Rough Terrain Scissor Lifts	405-1740	SCISSOR LIFT 40FT RT 69IN DECK OUTR DF	$297	$659	$1,587
Aerial - Electric Scissor Lifts	405-1760	SCISSOR LIFT 40FT RT 69IN DECK OUTR DSL	$297	$659	$1,587
Aerial - Rough Terrain Scissor Lifts	405-1770	SCISSOR LIFT 40-45FT RT 94IN DECK DF	$297	$659	$1,587
Aerial - Rough Terrain Scissor Lifts	405-1780	SCISSOR LIFT 40-45FT RT 94IN DECKOUTR DF	$297	$659	$1,587
Aerial - Rough Terrain Scissor Lifts	405-1781	SCISSOR LIFT 40-45FT RT 94IN OUTR BLK DF	$297	$659	$1,587
Aerial - Rough Terrain Scissor Lifts	405-1790	SCISSOR LIFT 40-45FT RT 94IN DECK DSL	$297	$659	$1,587
Aerial - Rough Terrain Scissor Lifts	405-1800	SCISSOR LIFT 40-45FT RT 94IN DECKOUTRDSL	$297	$659	$1,587
Aerial - Rough Terrain Scissor Lifts	405-1850	SCISSOR LIFT 50-53FT RT OUTRIG DF	$367	$860	$2,048
Aerial - Rough Terrain Scissor Lifts	405-1851	SCISSOR LIFT 50-53FT RT OUTRIG BLK DF	$367	$860	$2,048
Aerial - Rough Terrain Scissor Lifts	405-1860	SCISSOR LIFT 50-53FT RT OUTRIG DSL	$367	$860	$2,048
Aerial - Rough Terrain Scissor Lifts	405-1880	SCISSOR LIFT 60FT RT OUTRIG DSL	$553	$1,406	$3,691
Aerial - Boom Lifts Towable	410-1010	BOOM TOWABLE 35FT BATTERY	$274	$655	$1,538
Aerial - Boom Lifts Towable	410-1020	BOOM TOWABLE 35FT GAS	$274	$655	$1,538
Aerial - Boom Lifts Towable	410-1025	BOOM TOWABLE 45FT BATTERY	$323	$834	$1,807

Aerial - Boom Lifts Towable	410-1030	BOOM TOWABLE 50FT BATTERY	$323	$834	$1,807
Aerial - Boom Lifts Towable	410-1040	BOOM TOWABLE 50FT GAS	$323	$834	$1,807
Aerial - Boom Lifts Articulated	410-2010	BOOM ARTICULATED 30FT JIB NARROW ELEC	$264	$572	$1,387
Aerial - Boom Lifts Articulated	410-2020	BOOM ARTICULATED 30FT NAR ROT JIB ELEC	$264	$572	$1,387
Aerial - Boom Lifts Articulated	410-2030	BOOM ARTICULATED 33FT ELEC	$264	$572	$1,387
Aerial - Boom Lifts Articulated	410-2045	BOOM ARTICULATED 34FT NARROW JIB ELEC	$264	$572	$1,387
Aerial - Boom Lifts Articulated	410-2050	BOOM ARTICULATED 34FT WIDE JIB ELEC	$264	$572	$1,387
Aerial - Boom Lifts Articulated	410-2060	BOOM ARTICULATED 34FT 4WD HYB	$303	$646	$1,597
Aerial - Boom Lifts Articulated	410-2070	BOOM ARTICULATED 40FT NARROW JIB ELEC	$303	$646	$1,597
Aerial - Boom Lifts Articulated	410-2071	BOOM ARTICULATED 40FT NAR JIB BLK ELEC	$303	$646	$1,597
Aerial - Boom Lifts Articulated	410-2080	BOOM ARTICULATED 40FT NAR ROT JIB ELEC	$303	$646	$1,597
Aerial - Boom Lifts Articulated	410-2100	BOOM ARTICULATED 40FT WIDE ROT JIB ELEC	$303	$646	$1,597
Aerial - Boom Lifts Articulated	410-2130	BOOM ARTICULATED 45FT ELEC	$303	$646	$1,597
Aerial - Boom Lifts Articulated	410-2131	BOOM ARTICULATED 45FT JIB BLK ELEC	$303	$646	$1,597
Aerial - Boom Lifts Articulated	410-2140	BOOM ARTICULATED 45FT JIB ELEC	$303	$646	$1,597
Aerial - Boom Lifts Articulated	410-2145	BOOM ARTICULATED 45FT JIB EE RATED ELEC	$366	$708	$1,662
Aerial - Boom Lifts Straightmast	410-2500	BOOM STRAIGHT 60FT JIB 2WD ELEC	$503	$1,265	$2,734
Aerial - Boom Lifts Straightmast	410-2501	BOOM STRAIGHT 60FT JIB BLK ELEC	$503	$1,265	$2,734
Aerial - Boom Lifts Straightmast	410-2510	BOOM STRAIGHT 60FT JIB 4WD ELEC	$503	$1,265	$2,734
Aerial - Boom Lifts Straightmast	410-2530	BOOM STRAIGHT 60FT JIB 4WD HYB	$503	$1,265	$2,734
Aerial - Boom Lifts Articulated	410-2540	BOOM ARTICULATED 60FT JIB 4WD ELEC	$503	$1,265	$2,734
Aerial - Boom Lifts Articulated	410-3020	BOOM ARTICULATED 34FT 2WD DSL	$269	$601	$1,457
Aerial - Boom Lifts Articulated	410-3030	BOOM ARTICULATED 34FT JIB 4WD DF	$269	$601	$1,457
Aerial - Boom Lifts Articulated	410-3040	BOOM ARTICULATED 34FT JIB 4WD DSL	$269	$601	$1,457
Aerial - Boom Lifts Articulated	410-3050	BOOM ARTICULATED 45FT 2WD DF	$303	$646	$1,603
Aerial - Boom Lifts Articulated	410-3070	BOOM ARTICULATED 45FT 4WD DF	$303	$646	$1,603
Aerial - Boom Lifts Articulated	410-3071	BOOM ARTICULATED 45FT BLK DF	$303	$646	$1,603
Aerial - Boom Lifts Articulated	410-3080	BOOM ARTICULATED 45FT JIB 4WD DF	$303	$646	$1,603
Aerial - Boom Lifts Articulated	410-3081	BOOM ARTICULATED 45FT JIB BLK DF	$303	$646	$1,603
Aerial - Boom Lifts Articulated	410-3082	BOOM ARTICULATED 45FT JIB BLK DF HIGHCAP	$303	$646	$1,603
Aerial - Boom Lifts Articulated	410-3110	BOOM ARTICULATED 45FT 4WD DSL	$303	$646	$1,603
Aerial - Boom Lifts Articulated	410-3111	BOOM ARTICULATED 45FT JIB BLK DSL	$303	$646	$1,603
Aerial - Boom Lifts Articulated	410-3120	BOOM ARTICULATED 45FT JIB 4WD DSL	$303	$646	$1,603
Aerial - Boom Lifts Articulated	410-3127	BOOM ARTICULATED 45FT JIB 4WD HYB	$303	$646	$1,603
Aerial - Boom Lifts Articulated	410-3131	BOOM ARTICULATED 60FT BLK DF	$371	$855	$2,148
Aerial - Boom Lifts Articulated	410-3140	BOOM ARTICULATED 60FT JIB 2WD DF	$371	$855	$2,148
Aerial - Boom Lifts Articulated	410-3161	BOOM ARTICULATED 60FT JIB BLK DSL	$371	$855	$2,148
Aerial - Boom Lifts Articulated	410-3170	BOOM ARTICULATED 60FT 4WD DF	$371	$855	$2,148
Aerial - Boom Lifts Articulated	410-3180	BOOM ARTICULATED 60FT JIB 4WD DF	$371	$855	$2,148
Aerial - Boom Lifts Articulated	410-3181	BOOM ARTICULATED 60FT JIB BLK DF	$371	$855	$2,148
Aerial - Boom Lifts Articulated	410-3182	BOOM ARTICULATED 60FT JIB BLK DF HIGHCAP	$371	$855	$2,148
Aerial - Boom Lifts Articulated	410-3190	BOOM ARTICULATED 60FT 4WD DSL	$371	$855	$2,148
Aerial - Boom Lifts Articulated	410-3191	BOOM ARTICULATED 60FT BLK DSL	$371	$855	$2,148
Aerial - Boom Lifts Articulated	410-3200	BOOM ARTICULATED 60FT JIB 4WD DSL	$371	$855	$2,148
Aerial - Boom Lifts Articulated	410-3205	BOOM ARTICULATED 60FT JIB 4WD HYB	$503	$1,265	$2,734
Aerial - Boom Lifts Articulated	410-3231	BOOM ARTICULATED 80FT JIB BLK DF	$719	$1,645	$3,901
Aerial - Boom Lifts Articulated	410-3232	BOOM ARTICULATED 80FT JIB BLK DF HIGHCAP	$719	$1,645	$3,901
Aerial - Boom Lifts Articulated	410-3261	BOOM ARTICULATED 80FT JIB BLK DSL	$719	$1,645	$3,901
Aerial - Boom Lifts Articulated	410-3270	BOOM ARTICULATED 80FT 4WD DF	$719	$1,645	$3,901
Aerial - Boom Lifts Articulated	410-3271	BOOM ARTICULATED 80FT BLK DF	$719	$1,645	$3,901
Aerial - Boom Lifts Articulated	410-3280	BOOM ARTICULATED 80FT JIB 4WD DF	$719	$1,645	$3,901
Aerial - Boom Lifts Articulated	410-3290	BOOM ARTICULATED 80FT 4WD DSL	$719	$1,645	$3,901
Aerial - Boom Lifts Articulated	410-3300	BOOM ARTICULATED 80FT JIB 4WD DSL	$719	$1,645	$3,901
Aerial - Boom Lifts Articulated	410-3310	BOOM ARTICULATED 80FT JIB 4WD HYB	$913	$2,300	$4,394
Aerial - Boom Lifts Articulated	410-3350	BOOM ARTICULATED 125FT JIB 4WD DSL	$1,299	$3,281	$7,378
Aerial - Boom Lifts Articulated	410-3351	BOOM ARTICULATED 125FT JIB BLK DSL	$1,299	$3,281	$7,378
Aerial - Boom Lifts Articulated	410-3360	BOOM ARTICULATED 135FT JIB 4WD DSL	$1,436	$3,828	$8,057
Aerial - Boom Lifts Articulated	410-3380	BOOM ARTICULATED 150FT JIB 4WD DSL	$2,344	$7,128	$17,577
Aerial - Boom Lifts Straightmast	410-4000	BOOM STRAIGHT 34FT JIB 4WD DSL	$269	$601	$1,457
Aerial - Boom Lifts Straightmast	410-4030	BOOM STRAIGHT 40FT 4WD DF	$303	$646	$1,603
Aerial - Boom Lifts Straightmast	410-4040	BOOM STRAIGHT 40FT 4WD DSL	$303	$646	$1,603
Aerial - Boom Lifts Straightmast	410-4041	BOOM STRAIGHT 40FT BLK DSL	$303	$646	$1,603
Aerial - Boom Lifts Straightmast	410-4045	BOOM STRAIGHT 40FT 4WD HIGH CAP DSL	$303	$646	$1,603
Aerial - Boom Lifts Straightmast	410-4080	BOOM STRAIGHT 45FT JIB 4WD DF	$303	$646	$1,603
Aerial - Boom Lifts Straightmast	410-4090	BOOM STRAIGHT 45FT JIB 4WD DSL	$303	$646	$1,603
Aerial - Boom Lifts Straightmast	410-4091	BOOM STRAIGHT 45FT JIB BLK DSL	$303	$646	$1,603
Aerial - Boom Lifts Straightmast	410-4092	BOOM STRAIGHT 45FT JIB HIGH CAP DSL	$303	$646	$1,603
Aerial - Boom Lifts Straightmast	410-4111	BOOM STRAIGHT 60FT BLK DF	$371	$855	$2,148
Aerial - Boom Lifts Straightmast	410-4130	BOOM STRAIGHT 60FT 4WD DF	$371	$855	$2,148
Aerial - Boom Lifts Straightmast	410-4140	BOOM STRAIGHT 60FT 4WD DSL	$371	$855	$2,148
Aerial - Boom Lifts Straightmast	410-4141	BOOM STRAIGHT 60FT BLK DSL	$371	$855	$2,148
Aerial - Boom Lifts Straightmast	410-4145	BOOM STRAIGHT 60FT JIB 4WD DSL	$371	$855	$2,148
Aerial - Boom Lifts Straightmast	410-4150	BOOM STRAIGHT 60FT CRAWLER DSL	$586	$1,709	$4,185
Aerial - Boom Lifts Straightmast	410-4151	BOOM STRAIGHT 60FT JIB BLK DSL	$371	$855	$2,148
Aerial - Boom Lifts Straightmast	410-4180	BOOM STRAIGHT 65FT JIB 4WD DF	$391	$879	$2,227
Aerial - Boom Lifts Straightmast	410-4190	BOOM STRAIGHT 65FT JIB 4WD DSL	$391	$879	$2,227
Aerial - Boom Lifts Straightmast	410-4191	BOOM STRAIGHT 65FT JIB 4WD BLK DSL	$391	$879	$2,227

Aerial - Boom Lifts Straightmast	410-4195	BOOM STRAIGHT 65FT JIB DSL HIGH CAP	$391	$879	$2,227
Aerial - Boom Lifts Straightmast	410-4200	BOOM STRAIGHT 65FT JIB CRAWLER DSL	$804	$2,134	$4,834
Aerial - Boom Lifts Straightmast	410-4211	BOOM STRAIGHT 80FT BLK DF	$719	$1,645	$3,901
Aerial - Boom Lifts Straightmast	410-4221	BOOM STRAIGHT 80FT BLK DSL	$719	$1,645	$3,901
Aerial - Boom Lifts Straightmast	410-4230	BOOM STRAIGHT 80FT 4WD DF	$719	$1,645	$3,901
Aerial - Boom Lifts Straightmast	410-4240	BOOM STRAIGHT 80FT 4WD DSL	$719	$1,645	$3,901
Aerial - Boom Lifts Straightmast	410-4241	BOOM STRAIGHT 80FT BLK DSL HIGH CAP	$719	$1,645	$3,901
Aerial - Boom Lifts Straightmast	410-4242	BOOM STRAIGHT 80FT 4WD DSL HIGH CAP	$719	$1,645	$3,901
Aerial - Boom Lifts Straightmast	410-4270	BOOM STRAIGHT 85FT JIB 4WD DF	$753	$1,704	$3,999
Aerial - Boom Lifts Straightmast	410-4300	BOOM STRAIGHT 85FT JIB 4WD DSL	$753	$1,704	$3,999
Aerial - Boom Lifts Straightmast	410-4301	BOOM STRAIGHT 85FT JIB BLK DSL	$753	$1,704	$3,999
Aerial - Boom Lifts Straightmast	410-4305	BOOM STRAIGHT 85FT JIB 4WD DSL HIGH CAP	$753	$1,704	$3,999
Aerial - Boom Lifts Straightmast	410-4350	BOOM STRAIGHT 105FT JIB 4WD DSL	$1,196	$3,018	$6,664
Aerial - Boom Lifts Straightmast	410-4400	BOOM STRAIGHT 120FT JIB 4WD DSL	$1,299	$3,281	$7,378
Aerial - Boom Lifts Straightmast	410-4401	BOOM STRAIGHT 120FT JIB 4WD BLK DSL	$1,299	$3,281	$7,378
Aerial - Boom Lifts Straightmast	410-4410	BOOM STRAIGHT 125FT JIB 4WD DSL	$1,299	$3,281	$7,378
Aerial - Boom Lifts Straightmast	410-4420	BOOM STRAIGHT 135FT JIB 4WD DSL	$1,436	$3,828	$8,057
Aerial - Boom Lifts Straightmast	410-4421	BOOM STRAIGHT 135FT JIB BLK DSL	$1,436	$3,828	$8,057
Aerial - Boom Lifts Straightmast	410-4422	BOOM STRAIGHT 135FT 30FTJIB 4WD HIGH CAP	$1,436	$3,828	$8,057
Aerial - Boom Lifts Straightmast	410-4430	BOOM STRAIGHT 150FT JIB 4WD DSL	$2,344	$7,128	$17,577
Aerial - Boom Lifts Straightmast	410-4440	BOOM STRAIGHT 180-185FT JIB 4WD DSL	$4,004	$9,756	$22,948
Aerial - Attachments & Accessories	415-1000	GLAZIER PANEL LIFT KIT	$42	$119	$411
Aerial - Attachments & Accessories	415-1050	ZERO G TOOL HOLDER ATTACHMENT	$112	$395	$747
Aerial - Attachments & Accessories	415-1500	SCISSOR ATTCH 19' EXT DECK FOR GENIE SHU	$93	$176	$415
Material Handling - Warehouse Forklifts	450-2000	WAREHOUSE FORKLIFT 2000LB CUSHION ELEC	$233	$611	$1,484
Material Handling - Warehouse Forklifts	450-2010	WAREHOUSE FORKLIFT 3000LB PNEU DSL	$179	$460	$1,070
Material Handling - Warehouse Forklifts	450-2020	WAREHOUSE FORKLIFT 3000LB PNEU DF	$179	$460	$1,070
Material Handling - Warehouse Forklifts	450-2030	WAREHOUSE FORKLIFT 3000LB CUSHION ELEC	$233	$611	$1,484
Material Handling - Warehouse Forklifts	450-2040	WAREHOUSE FORKLIFT 3000LB CUSHION LPG	$179	$460	$1,070
Material Handling - Warehouse Forklifts	450-2050	WAREHOUSE FORKLIFT 3000LB 3W STDUP ELEC	$255	$638	$1,543
Material Handling - Warehouse Forklifts	450-2055	WAREHOUSE FORKLIFT 3500LB 3W STDUP ELEC	$255	$638	$1,543
Material Handling - Warehouse Forklifts	450-2057	WAREHOUSE FORKLIFT 4000LB 3W STDUP ELEC	$255	$638	$1,543
Material Handling - Warehouse Forklifts	450-2085	WAREHOUSE FORKLIFT 4000LB CUSH LPS RATED	$179	$460	$1,070
Material Handling - Warehouse Forklifts	450-2090	WAREHOUSE FORKLIFT 4000LB 3W SIT ELEC	$255	$638	$1,543
Material Handling - Warehouse Forklifts	450-2100	WAREHOUSE FORKLIFT 4000LB CUSHION ELEC	$255	$638	$1,543
Material Handling - Warehouse Forklifts	450-2110	WAREHOUSE FORKLIFT 5000LB PNEU DSL	$202	$512	$1,127
Material Handling - Warehouse Forklifts	450-2115	WAREHOUSE FORKLIFT 5000LB PNEU DSL CAB	$255	$575	$1,362
Material Handling - Warehouse Forklifts	450-2120	WAREHOUSE FORKLIFT 5000LB PNEU DF	$172	$442	$1,022
Material Handling - Warehouse Forklifts	450-2122	WAREHOUSE FORKLIFT 5000LB PNEU LP ONLY	$172	$442	$1,022
Material Handling - Warehouse Forklifts	450-2130	WAREHOUSE FORKLIFT 5000LB PNEU ELEC	$273	$659	$1,641
Material Handling - Warehouse Forklifts	450-2140	WAREHOUSE FORKLIFT 5000LB CUSHION ELEC	$273	$659	$1,641
Material Handling - Warehouse Forklifts	450-2150	WAREHOUSE FORKLIFT 5000LB CUSHION LPG	$172	$442	$1,022
Material Handling - Warehouse Forklifts	450-2160	WAREHOUSE FORKLIFT 5000LB LOWPRO PNEU DF	$202	$512	$1,127
Material Handling - Warehouse Forklifts	450-2165	WAREHOUSE FORKLIFT 5000LB LOWPRO PNEU LP	$202	$512	$1,127
Material Handling - Warehouse Forklifts	450-2170	WAREHOUSE FORKLIFT 5000LB QUAD PNEU DF	$202	$512	$1,127
Material Handling - Warehouse Forklifts	450-2180	WAREHOUSE FORKLIFT 6000LB PNEU DSL	$202	$512	$1,127
Material Handling - Warehouse Forklifts	450-2185	WAREHOUSE FORKLIFT 6000LB PNEU DSL CAB	$255	$575	$1,362
Material Handling - Warehouse Forklifts	450-2190	WAREHOUSE FORKLIFT 6000LB PNEU DF	$202	$512	$1,127
Material Handling - Warehouse Forklifts	450-2191	WAREHOUSE FORKLIFT 6000LB PNEU LP	$202	$512	$1,127
Material Handling - Warehouse Forklifts	450-2200	WAREHOUSE FORKLIFT 6000LB CUSHION DF	$202	$512	$1,127
Material Handling - Warehouse Forklifts	450-2210	WAREHOUSE FORKLIFT 6000LB CUSHION ELEC	$301	$769	$1,758
Material Handling - Warehouse Forklifts	450-2220	WAREHOUSE FORKLIFT 6000LB SINGLE-DBL DF	$228	$599	$1,428
Material Handling - Warehouse Forklifts	450-2240	WAREHOUSE FORKLIFT 6000LB QUAD PNEU DF	$202	$512	$1,127
Material Handling - Warehouse Forklifts	450-2242	WAREHOUSE FORKLIFT 6000LB QUAD PNEU LP	$202	$512	$1,127
Material Handling - Warehouse Forklifts	450-2250	WAREHOUSE FORKLIFT 7000LB PNEU DSL	$219	$630	$1,662
Material Handling - Warehouse Forklifts	450-2260	WAREHOUSE FORKLIFT 8000LB PNEU DSL	$219	$630	$1,662
Material Handling - Warehouse Forklifts	450-2265	WAREHOUSE FORKLIFT 8000LB PNEU DSL CAB	$269	$669	$1,683
Material Handling - Warehouse Forklifts	450-2270	WAREHOUSE FORKLIFT 8000LB PNEU DF	$219	$630	$1,662
Material Handling - Warehouse Forklifts	450-2275	WAREHOUSE FORKLIFT 8000LB PNEU DF CAB	$269	$669	$1,683
Material Handling - Warehouse Forklifts	450-2280	WAREHOUSE FORKLIFT 8000LB PNEU LPG	$219	$630	$1,662
Material Handling - Warehouse Forklifts	450-2305	WAREHOUSE FORKLIFT 10000LB CUSHION ELEC	$326	$923	$2,422
Material Handling - Warehouse Forklifts	450-2310	WAREHOUSE FORKLIFT 10000LB PNEU DSL	$278	$698	$1,840
Material Handling - Warehouse Forklifts	450-2315	WAREHOUSE FORKLIFT 10000LB PNEU DSL CAB	$317	$830	$1,953
Material Handling - Warehouse Forklifts	450-2320	WAREHOUSE FORKLIFT 10000LB PNEU DF	$278	$698	$1,840
Material Handling - Warehouse Forklifts	450-2325	WAREHOUSE FORKLIFT 10000LB PNEU DF CAB	$317	$830	$1,953
Material Handling - Warehouse Forklifts	450-2330	WAREHOUSE FORKLIFT 10000LB CUSHION LPG	$278	$698	$1,840
Material Handling - Warehouse Forklifts	450-2345	WAREHOUSE FORKLIFT 12000LB CUSHION ELEC	$418	$1,121	$2,604
Material Handling - Warehouse Forklifts	450-2360	WAREHOUSE FORKLIFT 12000LB PNEU DF	$308	$913	$2,451
Material Handling - Warehouse Forklifts	450-2370	WAREHOUSE FORKLIFT 15000LB PNEU DSL	$538	$1,370	$3,320
Material Handling - Warehouse Forklifts	450-2375	WAREHOUSE FORKLIFT 15000LB PNEU DSL CAB	$557	$1,416	$3,418
Material Handling - Warehouse Forklifts	450-2380	WAREHOUSE FORKLIFT 15000LB CUSHION LPG	$538	$1,370	$3,320
Material Handling - Warehouse Forklifts	450-2390	WAREHOUSE FORKLIFT 15000LB PNEU DF	$538	$1,370	$3,320
Material Handling - Warehouse Forklifts	450-2410	WAREHOUSE FORKLIFT 20000LB PNEU DSL	$923	$2,324	$5,371
Material Handling - Warehouse Forklifts	450-2420	WAREHOUSE FORKLIFT 22000LB PNEU DSL	$923	$2,324	$5,371
Material Handling - Warehouse Forklifts	450-2430	WAREHOUSE FORKLIFT 26000LB PNEU DSL ROPS	$923	$2,324	$5,371
Material Handling - Warehouse Forklifts	450-2435	WAREHOUSE FORKLIFT 26000LB PNEU CAB DSL	$967	$2,491	$6,185
Material Handling - Warehouse Forklifts	450-2440	WAREHOUSE FORKLIFT 30000LB PNEU DSL	$967	$2,491	$6,185

Material Handling - Warehouse Forklifts	450-2450	WAREHOUSE FORKLIFT 36000LB PNEU DSL ROPS	$967	$2,491	$6,185
Material Handling - Warehouse Forklifts	450-2455	WAREHOUSE FORKLIFT 36000LB PNEU CAB DSL	$1,001	$2,637	$7,208
Material Handling - Warehouse Forklifts	450-2470	WAREHOUSE FORKLIFT 55000LB PNEU DSL	$1,933	$5,097	$13,183
Material Handling - Rough Terrain Straight Mast Forklift	455-1000	STRAIGHTMAST RT FORKLIFT 5000LB 4WD	$329	$811	$1,709
Material Handling - Rough Terrain Straight Mast Forklift	455-1010	STRAIGHTMAST RT FORKLIFT 6000LB 2WD	$329	$811	$1,709
Material Handling - Rough Terrain Straight Mast Forklift	455-1015	STRAIGHTMAST RT FORKLIFT CAB 6000LB 2WD	$349	$870	$1,883
Material Handling - Rough Terrain Straight Mast Forklift	455-1020	STRAIGHTMAST RT FORKLIFT 6000LB 4WD	$329	$811	$1,709
Material Handling - Rough Terrain Straight Mast Forklift	455-1025	STRAIGHTMAST RT FORKLIFT CAB 6000LB 4WD	$349	$870	$1,883
Material Handling - Rough Terrain Straight Mast Forklift	455-1027	STRAIGHTMAST RT FORKLIFT CAB 7000LB 4WD	$349	$870	$1,883
Material Handling - Rough Terrain Straight Mast Forklift	455-1030	STRAIGHTMAST RT FORKLIFT 8000LB 2WD	$329	$811	$1,709
Material Handling - Rough Terrain Straight Mast Forklift	455-1035	STRAIGHTMAST RT FORKLIFT CAB 8000LB 2WD	$349	$870	$1,883
Material Handling - Rough Terrain Straight Mast Forklift	455-1040	STRAIGHTMAST RT FORKLIFT 8000LB 4WD	$329	$811	$1,709
Material Handling - Rough Terrain Straight Mast Forklift	455-1042	STRAIGHTMAST RT FORKLIFT CAB 8000LB 4WD	$369	$987	$2,051
Material Handling - Rough Terrain Straight Mast Forklift	455-1045	STRAIGHTMAST RT FORKLIFT 8000LB 4WD LOWP	$369	$987	$2,051
Material Handling - Rough Terrain Straight Mast Forklift	455-1050	STRAIGHTMAST RT FORKLIFT 10000LB 2WD	$484	$1,406	$2,710
Material Handling - Rough Terrain Straight Mast Forklift	455-1065	STRAIGHTMAST RT FORKLIFT 12000LB 2WD	$506	$1,431	$2,856
Material Handling - Rough Terrain Straight Mast Forklift	455-1070	STRAIGHTMAST RT FORKLIFT 12000LB 4WD	$506	$1,431	$2,856
Material Handling - Rough Terrain Straight Mast Forklift	455-1080	STRAIGHTMAST RT FORKLIFT 20000LB 4WD	$593	$1,660	$3,955
Material Handling - Telehandler Forklifts	460-1000	TELEHANDLER 3000LB 13FT LIFT ROPS	$296	$772	$1,734
Material Handling - Telehandler Forklifts	460-1005	TELEHANDLER 3000LB 13FT LIFT CAB	$311	$830	$1,782
Material Handling - Telehandler Forklifts	460-1010	TELEHANDLER 5500LB 16-20FT LIFT ROPS	$296	$772	$1,746
Material Handling - Telehandler Forklifts	460-1011	TELEHANDLER 5500LB 16-20FT LIFT ROPS BLK	$296	$772	$1,746
Material Handling - Telehandler Forklifts	460-1015	TELEHANDLER 5500LB 16-20FT LIFT CAB	$311	$830	$1,782
Material Handling - Telehandler Forklifts	460-1020	TELEHANDLER 6000LB 34-36FT LIFT ROPS	$363	$855	$1,941
Material Handling - Telehandler Forklifts	460-1025	TELEHANDLER 6000LB 34-36FT LIFT CAB	$366	$952	$2,026
Material Handling - Telehandler Forklifts	460-1030	TELEHANDLER 6000LB 42-44FT LIFT ROPS	$363	$855	$1,941
Material Handling - Telehandler Forklifts	460-1035	TELEHANDLER 6000LB 42-44FT LIFT CAB	$366	$952	$2,026
Material Handling - Telehandler Forklifts	460-1040	TELEHANDLER 8000LB 42-44FT LIFT ROPS	$381	$1,020	$2,241
Material Handling - Telehandler Forklifts	460-1045	TELEHANDLER 8000LB 42-44FT LIFT CAB	$391	$1,043	$2,339
Material Handling - Telehandler Forklifts	460-1050	TELEHANDLER 9000LB 42-44FT LIFT ROPS	$484	$1,352	$3,185
Material Handling - Telehandler Forklifts	460-1055	TELEHANDLER 9000LB 42-44FT LIFT CAB	$484	$1,469	$3,222
Material Handling - Telehandler Forklifts	460-1060	TELEHANDLER 10000LB 42-44FT LIFT ROPS	$484	$1,352	$3,185
Material Handling - Telehandler Forklifts	460-1065	TELEHANDLER 10000LB 42-44FT LIFT CAB	$518	$1,469	$3,222
Material Handling - Telehandler Forklifts	460-1070	TELEHANDLER 10000LB 50-56FT LIFT ROPS	$484	$1,352	$3,185
Material Handling - Telehandler Forklifts	460-1071	TELEHANDLER 10000LB 50-56FT LIFTROPS BLK	$484	$1,352	$3,185
Material Handling - Telehandler Forklifts	460-1075	TELEHANDLER 10000LB 50-56FT LIFT CAB	$518	$1,469	$3,222
Material Handling - Telehandler Forklifts	460-1080	TELEHANDLER 12000LB 55-56FT LIFT ROPS	$610	$1,948	$4,125
Material Handling - Telehandler Forklifts	460-1081	TELEHANDLER 12000LB 55FT LIFT ROPS BLK	$610	$1,948	$4,125
Material Handling - Telehandler Forklifts	460-1085	TELEHANDLER 12000LB 55-56FT LIFT CAB	$644	$2,048	$4,253
Material Handling - Telehandler Forklifts	460-1087	TELEHANDLER 15-16000LB 44FT LIFT	$1,260	$3,418	$7,519
Material Handling - Telehandler Forklifts	460-1088	TELEHANDLER 17000LB 32FT LIFT	$1,577	$4,218	$9,667
Material Handling - Telehandler Forklifts	460-1090	TELEHANDLER 20000LB 44FT LIFT CAB	$1,953	$5,468	$15,624
Aerial - Compact Crawler Lifts	464-1016	COMPACT CRAWLER BOOM LIFT 40-44' BATTERY	$1,972	$3,953	$6,836
Aerial - Compact Crawler Lifts	464-1022	COMPACT CRAWLER BOOM LIFT 50-59' BATTERY	$2,412	$4,883	$8,300
Aerial - Compact Crawler Lifts	464-1036	COMPACT CRAWLER BOOM LIFT 70-79' BATTERY	$3,255	$6,510	$13,020
Aerial - Compact Crawler Lifts	464-1042	COMPACT WHEELED BOOM LIFT 90-99' HYB	$3,771	$7,967	$15,624
Material Handling - Ramps	480-1030	RAMP LOADING	$140	$328	$1,104
Material Handling - Dollies	480-1060	DOLLY STAIR CLIMBER 1500# CAP	$66	$234	$494
Material Handling - Dollies	480-1080	ROLALIFT 6000LBS HYD DOLLY 1 PAIR	$75	$266	$561
Material Handling - Manual Pallet Jacks	480-1130	PALLET LIFT 5500LB W/B MANUAL NARROW	$35	$125	$264
Material Handling - Manual Pallet Jacks	480-1135	PALLET LIFT 5500LB W/B MANUAL	$35	$125	$264
Material Handling - Manual Pallet Jacks	480-1137	PALLET LIFT 3000LB W/B MANUAL RAISED	$35	$125	$264
Material Handling - Manual Pallet Jacks	480-1140	PALLET LIFT 8000LB W/B MANUAL	$35	$125	$264
Material Handling - Electric Pallet Jacks	480-1180	PALLET REACH TRUCK 4500LB STAND ON ELEC	$292	$737	$1,851
Material Handling - Pallet Trucks	480-1190	PALLET DBL REACH TRUCK 3000LB STD ON ELE	$292	$737	$1,851
Material Handling - Pallet Trucks	480-1195	PALLET DBL REACH TRUCK 4000LB STD ON ELE	$348	$769	$1,933
Material Handling - Pallet Trucks	480-1200	PALLET REACH TRUCK 3500LB STAND ON ELEC	$408	$967	$2,461
Material Handling - Pallet Trucks	480-1205	PALLET REACH TRUCK 4500LB 421IN LIFT ELE	$464	$1,098	$2,725
Material Handling - Electric Pallet Jacks	480-1210	PALLET ORDER PICKER 3000LB STAND ON ELEC	$199	$501	$1,269
Material Handling - Electric Pallet Jacks	480-1224	PALLET STACKER 2500LB ADJ STRAD W/B ELEC	$143	$445	$1,136
Material Handling - Electric Pallet Jacks	480-1229	PALLET STACKER 3000LB STRADDLE W/B ELEC	$153	$459	$1,192
Material Handling - Electric Pallet Jacks	480-1230	PALLET STACKER 3000LB COUNT WGT W/B ELEC	$172	$511	$1,346
Material Handling - Electric Pallet Jacks	480-1239	PALLET STACKER 4000LB STRADDLE W/B ELEC	$172	$511	$1,346
Material Handling - Electric Pallet Jacks	480-1240	PALLET STACKER 4000LB COUNT WGT W/B ELEC	$172	$511	$1,346
Material Handling - Electric Pallet Jacks	480-1250	PALLET LIFT 4000LB W/B ELEC	$106	$427	$960
Material Handling - Electric Pallet Jacks	480-1260	PALLET LIFT 4500LB W/B ELEC 48IN	$106	$427	$960
Material Handling - Electric Pallet Jacks	480-1280	PALLET LIFT 6000LB 48IN RIDE-ON ELEC	$153	$459	$1,192
Material Handling - Electric Pallet Jacks	480-1282	PALLET LIFT 6000LB 96IN RIDE-ON ELEC	$156	$479	$1,226
Material Handling - Equipment Roller Systems	480-1340	MACHINE ROLLERS 8 TON SET OF 4	$66	$195	$366
Material Handling - Equipment Roller Systems	480-1360	MACHINE ROLLERS 15 TON SET OF 4	$75	$215	$404
Material Handling - Equipment Roller Systems	480-1390	MACHINE ROLLERS 30 TON SET OF 4	$53	$188	$352
Material Handling - Lever Hoists	480-1620	HOIST 3/4 TON LEVER 20	$12	$25	$70
Material Handling - Lever Hoists	480-1700	HOIST 1 TON LEVER W/OVERLOAD 20	$14	$30	$79
Material Handling - Lever Hoists	480-1720	HOIST 1 1/2 TON LEVER 15	$14	$32	$84
Material Handling - Lever Hoists	480-1740	HOIST 1 1/2 TON LEVER 20	$14	$32	$84
Material Handling - Lever Hoists	480-1760	HOIST 1 1/2 TON LEVER W/OVERLOAD 20	$16	$35	$94
Material Handling - Lever Hoists	480-1780	HOIST 2 TON LEVER W/OVERLOAD 20	$18	$39	$104

Material Handling - Lever Hoists	480-1840	HOIST 3 TON LEVER W/ OVERLOAD 20	$21	$47	$125
Material Handling - Lever Hoists	480-1860	HOIST 3 TON LEVER 20-30	$20	$45	$121
Material Handling - Lever Hoists	480-1900	HOIST 6 TON LEVER W/ OVERLOAD 20	$30	$64	$174
Material Handling - Roustabouts	480-1920	MATERIAL LIFT 1500 LBS 25 FT ROUSTABOUT	$84	$297	$626
Material Handling - Roustabouts	480-1925	MATERIAL LIFT 1500 LBS 15 FT ROUSTABOUT	$71	$250	$527
Material Handling - Chain Hoists	480-2120	HOIST CHAIN 1/2 TON 8-15	$7	$17	$45
Material Handling - Chain Hoists	480-2160	HOIST 1/2 TON CHAIN W/OVERLOAD 20	$10	$23	$62
Material Handling - Chain Hoists	480-2175	HOIST CHAIN AIR 1 TON 30-50	$162	$649	$1,230
Material Handling - Chain Hoists	480-2180	HOIST 1 TON CHAIN W/OVERLOAD 20	$12	$31	$83
Material Handling - Chain Hoists	480-2200	HOIST 1 TON CHAIN W/OVERLOAD 30	$13	$33	$88
Material Handling - Chain Hoists	480-2220	HOIST CHAIN 1 TON 20-40	$10	$26	$71
Material Handling - Chain Hoists	480-2240	HOIST CHAIN 1-1/2 TON 20-40	$14	$35	$95
Material Handling - Chain Hoists	480-2260	HOIST 1 1/2 TON CHAIN W/OVERLOAD 20FT	$17	$42	$113
Material Handling - Chain Hoists	480-2280	HOIST 1 1/2TON CHAIN W/OVERLOAD 30FT	$18	$45	$120
Material Handling - Chain Hoists	480-2300	HOIST 2 TON CHAIN W/OVERLOAD 20	$20	$49	$133
Material Handling - Chain Hoists	480-2320	HOIST CHAIN 2 TON 8-15	$19	$47	$126
Material Handling - Chain Hoists	480-2340	HOIST CHAIN 2 TON 20-40	$14	$35	$95
Material Handling - Chain Hoists	480-2380	HOIST CHAIN 2TON MANUAL 30	$20	$49	$133
Material Handling - Chain Hoists	480-2400	HOIST CHAIN 3 TON 20-40	$20	$51	$138
Material Handling - Chain Hoists	480-2420	HOIST 3 TON CHAIN W/OVERLOAD 20	$24	$60	$163
Material Handling - Chain Hoists	480-2460	HOIST CHAIN 3TON MANUAL 20	$23	$59	$158
Material Handling - Chain Hoists	480-2520	HOIST 5 TON CHAIN W/OVERLOAD 20FT	$36	$91	$246
Material Handling - Chain Hoists	480-2540	HOIST CHAIN 5 TON 20-40	$33	$82	$220
Material Handling - Chain Hoists	480-2560	HOIST CHAIN 5TON MANUAL 30	$35	$88	$238
Material Handling - Chain Hoists	480-2600	HOIST CHAIN 8TON MANUAL 20	$65	$162	$438
Material Handling - Chain Hoists	480-2620	HOIST CHAIN 10 TON 8-15	$79	$197	$533
Material Handling - Chain Hoists	480-2640	HOIST CHAIN 10 TON 20-30	$84	$209	$564
Material Handling - Chain Hoists	480-2680	HOIST CHAIN AIR 3 TON	$60	$143	$409
Material Handling - Chain Hoists	480-2687	HOIST CHAIN AIR 6 TON 20-50 FT	$255	$747	$2,198
Material Handling - Chain Hoists	480-2692	HOIST CHAIN AIR 6 TON 100FT LIFT	$371	$972	$2,812
Material Handling - Chain Hoists	480-2700	ENGINE HOIST 4000 LB	$28	$105	$316
Material Handling - Conveyors	480-2790	CONVEYOR MATERIAL 10FT X 12IN	$93	$278	$742
Material Handling - Conveyors	480-2795	CONVEYOR MATERIAL 10FT X 18IN	$98	$288	$765
Material Handling - Conveyors	480-2800	CONVEYOR MATERIAL TOWABLE 24-26FT ELEC	$288	$728	$1,725
Material Handling - Chain Hoists	480-3040	POWERED HAND CRANE 300 LBS CAP BATT	$60	$152	$409
Material Handling - Gantries & Trolleys	480-3060	GANTRY CRANE 2 TON	$273	$719	$1,717
Material Handling - Gantries & Trolleys	480-3065	GANTRY CRANE 2 TON 154IN HEIGHT	$292	$737	$1,810
Material Handling - Gantries & Trolleys	480-3080	GANTRY CRANE 3 TON	$301	$742	$1,855
Material Handling - Lifting Tools & Accessories	480-3240	TROLLEY 3 TONS	$22	$59	$165
Material Handling - Lifting Tools & Accessories	480-3260	TROLLEY 5 TONS	$44	$117	$330
Material Handling - Lifting Tools & Accessories	480-3280	TROLLEY 10 TONS	$54	$140	$395
Material Handling - Chain Hoists	480-3314	HOIST ELECTRIC CHAIN 1 TON 40 FT 120V	$106	$246	$616
Material Handling - Chain Hoists	480-3316	HOIST ELECTRIC CHAIN 1 TON 50 FT 120V	$106	$246	$616
Material Handling - Chain Hoists	480-3318	HOIST ELECTRIC CHAIN 1 TON 60 FT 120V	$106	$246	$616
Material Handling - Chain Hoists	480-3329	HOIST ELECTRIC CHAIN 2 TON 40 FT 120V	$125	$299	$747
Material Handling - Chain Hoists	480-3331	HOIST ELECTRIC CHAIN 2 TON 50 FT 120V	$125	$299	$747
Material Handling - Chain Hoists	480-3333	HOIST ELECTRIC CHAIN 2 TON 60 FT 120V	$125	$299	$747
Material Handling - Chain Hoists	480-3428	MATERIAL LIFT 400 LBS 5 FT MANUAL	$23	$70	$198
Material Handling - Chain Hoists	480-3460	MATERIAL LIFT 1000 LBS 10 FT MANUAL	$65	$259	$553
Material Handling - Chain Hoists	480-3475	MATERIAL LIFT 450 LBS 12 FT MANUAL	$65	$259	$553
Material Handling - Chain Hoists	480-3480	MATERIAL LIFT 650 LBS 12 FT MANUAL	$65	$259	$553
Material Handling - Chain Hoists	480-3500	MATERIAL LIFT 300 LBS 12 FT PNEUMATIC	$74	$297	$632
Material Handling - Chain Hoists	480-3510	MATERIAL LIFT 350 LBS 10-12 FT MANUAL	$74	$297	$632
Material Handling - Chain Hoists	480-3525	MATERIAL LIFT 450 LBS 16 FT MANUAL	$74	$297	$632
Material Handling - Chain Hoists	480-3540	MATERIAL LIFT 650 LBS 18 FT MANUAL	$74	$297	$632
Material Handling - Chain Hoists	480-3560	MATERIAL LIFT 250 LBS 18 FT PNEUMATIC	$74	$297	$632
Material Handling - Chain Hoists	480-3580	MATERIAL LIFT 650 LBS 20 FT MANUAL	$88	$352	$752
Material Handling - Chain Hoists	480-3600	MATERIAL LIFT 650 LBS 24 FT MANUAL	$88	$352	$752
Material Handling - Chain Hoists	480-3630	MATERIAL LIFT 800 LBS 12 FT MANUAL	$78	$234	$659
Material Handling - Chain Hoists	480-3660	MATERIAL LIFT 1100 LBS 15 FT MANUAL	$93	$371	$791
Material Handling - Tuggers	480-4110	CABLE PULLER 2000 LB ELECTRIC	$112	$264	$747
Material Handling - Tuggers	480-4130	CABLE PULLER 6000LB ELECTRIC	$102	$316	$791
Material Handling - Tuggers	480-4150	CABLE PULLER 10000LB ELEC W/BOOM	$116	$440	$914
Bulk & Miscellaneous	480-4153	CABLE PULLER 12K MULTI-SPEED ELEC	$140	$484	$963
Material Handling - Tuggers	480-4155	CABLE FEEDER	$112	$264	$747
Material Handling - Chain Hoists	480-4160	CABLE REEL STAND 6000LB CAPACITY	$19	$54	$117
Material Handling - Chain Hoists	480-4170	CABLE REEL STAND 10000LB CAP	$83	$249	$512
Material Handling - Tuggers	480-4180	CABLE REEL ROLLER 15 TON	$140	$440	$1,314
Bulk & Miscellaneous	480-4185	DUCT RODDER 5/16IN 1000FT	$79	$176	$374
Bulk & Miscellaneous	480-4186	DUCT RODDER 5/16IN 600FT	$60	$154	$264
Material Handling - Tuggers	480-4190	CABLE FISH TAPE VAC SYSTEM	$30	$69	$200
Material Handling - Port-a-Power	480-5520	PUMP HYD 10000PSI SINGLE ACTING ELEC	$111	$321	$578
Bulk & Miscellaneous	480-5530	PUMP HYD SHORING PLASTIC MANUAL	$11	$20	$60
Material Handling - Hydraulic Jacking Cylinders	480-5540	PORTAPOWER PUMP 1 SPEED MANUAL	$22	$44	$128
Material Handling - Hydraulic Jacking Cylinders	480-5560	PORTAPOWER PUMP 2 SPEED MANUAL	$22	$44	$128
Material Handling - Hydraulic Jacking Cylinders	481-1028	CYLINDER HYD THREADED END SA 10 T >1 IN	$11	$42	$84
Material Handling - Hydraulic Jacking Cylinders	481-1030	CYLINDER HYD LP PANCAKE SA 10 T >1 IN	$7	$31	$59

Material Handling - Hydraulic Jacking Cylinders	481-1040	CYLINDER HYD GENERAL SA 10 T 4 IN	$9	$39	$77
Material Handling - Hydraulic Jacking Cylinders	481-1042	CYLINDER HYD GENERAL SA 10 T 6 IN	$11	$43	$86
Material Handling - Hydraulic Jacking Cylinders	481-1048	CYLINDER HYD GENERAL SA 10 T 8 IN	$14	$52	$102
Material Handling - Hydraulic Jacking Cylinders	481-1052	CYLINDER HYD GENERAL SA 10 T 10 IN	$14	$53	$104
Material Handling - Hydraulic Jacking Cylinders	481-1090	CYLINDER HYD LP PANCAKE SA 20 T >1 IN	$18	$72	$141
Material Handling - Hydraulic Jacking Cylinders	481-1108	CYLINDER HYD GENERAL SA 25 T 2 IN	$14	$57	$113
Material Handling - Hydraulic Jacking Cylinders	481-1112	CYLINDER HYD GENERAL SA 25 T 6 IN	$18	$72	$141
Material Handling - Hydraulic Jacking Cylinders	481-1118	CYLINDER HYD GENERAL SA 25 T 8 IN	$22	$93	$183
Material Handling - Hydraulic Jacking Cylinders	481-1126	CYLINDER HYD GENERAL SA 25 T 14 IN	$32	$125	$250
Material Handling - Hydraulic Jacking Cylinders	481-1132	CYLINDER HYD LP PANCAKE SA 30 T >1 IN	$20	$82	$163
Material Handling - Hydraulic Jacking Cylinders	481-1134	CYLINDER HYD GENERAL SA 30 T 2 IN	$25	$102	$206
Material Handling - Hydraulic Jacking Cylinders	481-1158	CYLINDER HYD GENERAL SA 35 T 2 IN	$37	$147	$293
Material Handling - Hydraulic Jacking Cylinders	481-1162	CYLINDER HYD GENERAL SA 50 T 2 IN	$111	$440	$879
Material Handling - Hydraulic Jacking Cylinders	481-1186	CYLINDER HYD GENERAL SA 55 T 6 IN	$32	$121	$242
Material Handling - Hydraulic Jacking Cylinders	481-1189	CYLINDER HYD PUSHPULL DA 55-28 T 4 IN	$55	$216	$432
Material Handling - Hydraulic Jacking Cylinders	481-1260	CYLINDER HYD PUSHPULL DA 100-44 T 6 IN	$79	$315	$631
Material Handling - Hydraulic Jacking Cylinders	481-1526	JACK TOE ECONOMY 5 T 4 IN	$22	$90	$179
Material Handling - Hydraulic Jacking Cylinders	481-1538	JACK TOE ECONOMY 10 T 5 IN	$30	$73	$166
Material Handling - Warehouse Forklift Attachments	490-1000	FORKLIFT ATTACHMENT LIFTING HOOK 10000LB	$47	$132	$291
Material Handling - Warehouse Forklift Attachments	490-1002	FORKLIFT ATTACHMENT LIFTING HOOK 12000LB	$54	$158	$332
Material Handling - Warehouse Forklift Attachments	490-1003	FORKLIFT ATTACHMENT LIFT-N-TOW 4000 LB	$39	$113	$230
Material Handling - Warehouse Forklift Attachments	490-1004	FORKLIFT ATTACHMENT LIFT-N-TOW 10000 LB	$39	$113	$230
Material Handling - Warehouse Forklift Attachments	490-1008	FORKLIFT ATTACHMENT 2 FT TRUSS BOOM	$56	$158	$352
Material Handling - Warehouse Forklift Attachments	490-1009	FORKLIFT ATTACHMENT 6-8 FT TRUSS BOOM	$56	$158	$352
Material Handling - Warehouse Forklift Attachments	490-1010	FORKLIFT ATTACHMENT 12-15 FT TRUSS BOOM	$56	$158	$352
Material Handling - Warehouse Forklift Attachments	490-1020	FORKLIFT ATTACH JIB BOOM 4-12FT 6K CAP	$56	$158	$352
Material Handling - Warehouse Forklift Attachments	490-1030	FORKLIFT ATTACHMENT CARPET POLE	$37	$105	$249
Material Handling - Warehouse Forklift Attachments	490-1040	FORKLIFT ATTACHMENT INDUSTRIAL SCALE	$93	$242	$498
Material Handling - Warehouse Forklift Attachments	490-1050	FORKLIFT ATTACHMENT TRASH HOPPER	$56	$121	$308
Material Handling - Warehouse Forklift Attachments	490-1055	FORKLIFT ATTACHMENT BIN CLAMP ROTATOR	$60	$172	$477
Material Handling - Warehouse Forklift Attachments	490-1070	FORKLIFT ATTACHMENT FORK ROTATOR 2500LB	$93	$293	$733
Material Handling - Warehouse Forklift Attachments	490-1073	FORKLIFT ATTACHMENT ROTATOR CLASS II	$93	$293	$733
Material Handling - Warehouse Forklift Attachments	490-1077	FORKLIFT ATTACHMENT ROTATOR CLASS III	$180	$484	$1,319
Material Handling - Warehouse Forklift Attachments	490-1080	FORKLIFT ATTACHMENT WORK PLATFORM	$93	$264	$498
Material Handling - Warehouse Forklift Attachments	490-1210	FORKLIFT ATTACHMENT BIN DUMPER 1YD	$60	$172	$477
Material Handling - Warehouse Forklift Attachments	490-1215	FORKLIFT ATTACHMENT BIN DUMPER 2YD	$60	$172	$477
Material Handling - Warehouse Forklift Attachments	490-1220	FORKLIFT ATTACHMENT BIN DUMPER 3YD	$70	$198	$498
Material Handling - Warehouse Forklift Attachments	490-1225	FORKLIFT ATTACHMENT BIN DUMPER 4YD	$74	$211	$519
Material Handling - Warehouse Forklift Attachments	490-1230	FORKLIFT ATTACHMENT BIN DUMPER 5YD	$74	$211	$519
Material Handling - Warehouse Forklift Attachments	490-1235	FORKLIFT ATTACHMENT TRASH HOPPER 3.75YD	$64	$158	$414
Material Handling - Warehouse Forklift Attachments	490-1250	FORKLIFT ATTACHMENT BUCKET .50-.75YD	$56	$158	$374
Material Handling - Warehouse Forklift Attachments	490-1255	FORKLIFT ATTACHMENT BUCKET 1YD	$56	$158	$374
Material Handling - Warehouse Forklift Attachments	490-1260	FORKLIFT ATTACHMENT BUCKET 1.25YD	$56	$158	$374
Material Handling - Warehouse Forklift Attachments	490-1265	FORKLIFT ATTACHMENT BUCKET 1.5YD	$56	$158	$374
Material Handling - Warehouse Forklift Attachments	490-1270	FORKLIFT ATTACHMENT BUCKET 1.75YD	$60	$172	$411
Material Handling - Warehouse Forklift Attachments	490-1275	FORKLIFT ATTACHMENT BUCKET 2YD	$60	$172	$411
Material Handling - Warehouse Forklift Attachments	490-1400	FORKLIFT ATTACHMENT CARRIAGE	$56	$158	$352
Material Handling - Warehouse Forklift Attachments	490-1410	FORKLIFT ATTACHMENT SWING CARRIAGE	$79	$219	$581
Material Handling - Warehouse Forklift Attachments	490-1450	FORKLIFT ATTACHMENT FORK EXTENSIONS	$56	$158	$352
Material Handling - Warehouse Forklift Attachments	490-1470	FORKLIFT ATTACHMENT 60IN FORKS	$28	$88	$187
Material Handling - Warehouse Forklift Attachments	490-1480	FORKLIFT ATTACHMENT 72IN FORKS	$33	$93	$208
Material Handling - Warehouse Forklift Attachments	490-1600	CRANE ATTACHMENT TRASH HOPPER	$56	$158	$352
Material Handling - Warehouse Forklift Attachments	490-1690	FORKLIFT BATTERY CHARGER 48V ONLY 115V	$30	$83	$195
Material Handling - Warehouse Forklift Attachments	490-1695	FORKLIFT BATTERY CHARGER FOR 48V & 80V	$37	$88	$260
Power Generation - Portable	500-1015	1KW SILENT PORTABLE GENERATOR GAS	$40	$150	$332
Power Generation - Portable	500-1020	2KW SILENT PORTABLE GENERATOR GFCI GAS	$44	$166	$374
Power Generation - Portable	500-1025	2KW SILENT PORTABLE GENERATOR GAS	$44	$166	$374
Power Generation - Portable	500-1030	3KW PORTABLE GENERATOR GAS	$53	$199	$448
Power Generation - Portable	500-1035	3KW SILENT PORTABLE GENERATOR GAS	$53	$199	$448
Power Generation - Portable	500-1045	4KW SILENT PORTABLE GENERATOR GAS	$61	$233	$524
Power Generation - Portable	500-1050	5KW PORTABLE GENERATOR GAS	$61	$233	$524
Power Generation - Portable	500-1057	5KW PORTABLE GENERATOR DSL	$61	$233	$524
Power Generation - Portable	500-1060	6KW PORTABLE GENERATOR GAS	$71	$266	$598
Power Generation - Portable	500-1075	7KW SILENT PORTABLE GENERATOR GAS	$88	$332	$747
Power Generation - Portable	500-1100	10KW PORTABLE GENERATOR GAS	$111	$366	$855
Power Generation - Portable	500-1110	14KW PORTABLE GENERATOR 120/240V 1PH GAS	$154	$486	$1,046
Power Generation - Portable	500-1120	16KW PORTABLE GENERATOR 120/240V 1PH/3PH	$186	$527	$1,187
Power Generation - Portable	500-1130	23KW PORTABLE GENERATOR 120/480V 1PH/3PH	$255	$571	$1,362
Power Generation - Generators	501-1008	8KW GENERATOR DSL	$163	$372	$884
Power Generation - Generators	501-1015	15KW GENERATOR DSL	$180	$395	$977
Power Generation - Generators	501-1020	20KW GENERATOR DSL	$180	$395	$977
Power Generation - Portable	501-1025	25KW GENERATOR MEGA SILENT DSL	$395	$791	$1,488
Power Generation - Generators	501-1030	30KW GENERATOR DSL	$246	$649	$1,395
Power Generation - Generators	501-1040	40KW GENERATOR DSL	$246	$649	$1,395
Power Generation - Generators	501-1055	55KW GENERATOR DSL	$269	$664	$1,814
Power Generation - Generators	501-1060	55KW GENERATOR SKID MOUNTED DSL	$269	$664	$1,814
Power Generation - Generators	501-1062	56KW GENERATOR MEGA SILENT DSL	$672	$1,621	$4,204

Power Generation - Portable	501-1065	65KW GENERATOR MEGA SILENT DSL	$704	$1,700	$4,464
Power Generation - Generators	501-1070	70KW GENERATOR DSL	$364	$977	$2,790
Power Generation - Generators	501-1080	80KW GENERATOR DSL	$364	$977	$2,790
Power Generation - Generators	501-1100	100KW GENERATOR DSL	$364	$977	$2,790
Power Generation - Generators	501-1105	100KW GENERATOR SKID MOUNTED DSL	$364	$977	$2,790
Power Generation - Generators	501-1110	104KW GENERATOR MEGA SILENT DSL	$838	$2,344	$6,101
Power Generation - Portable	501-1115	117KW GENERATOR MEGA SILENT DSL	$910	$2,451	$6,324
Power Generation - Generators	501-1120	120KW GENERATOR DSL	$545	$1,544	$3,395
Power Generation - Portable	501-1135	137KW GENERATOR MEGA SILENT DSL	$910	$2,451	$6,324
Power Generation - Generators	501-1140	140KW GENERATOR DSL	$545	$1,544	$3,395
Power Generation - Generators	501-1160	160KW GENERATOR DSL	$545	$1,544	$3,395
Power Generation - Generators	501-1175	175KW GENERATOR DSL	$545	$1,544	$3,395
Power Generation - Generators	501-1180	175KW GENERATOR SKID MOUNTED DSL	$545	$1,544	$3,395
Power Generation - Generators	501-1200	200KW GENERATOR DSL	$814	$1,831	$4,511
Power Generation - Generators	501-1250	250KW GENERATOR DSL	$814	$1,831	$4,557
Power Generation - Generators	501-1255	250KW GENERATOR SKID MOUNTED DSL	$814	$1,831	$4,557
Power Generation - Portable	501-1280	275KW GENERATOR MEGA SILENT DSL	$1,107	$3,004	$7,812
Power Generation - Generators	501-1320	320KW GENERATOR DSL	$912	$2,301	$5,348
Power Generation - Generators	501-1325	320KW GENERATOR SKID MOUNTED DSL	$912	$2,301	$5,348
Power Generation - Generators	501-1500	500KW GENERATOR DSL	$990	$3,113	$9,207
Power Generation - Generators	501-1510	500KW GENERATOR DSL T4F	$2,148	$5,859	$15,810
Power Generation - Generators	501-1800	800KW GENERATOR DSL	$1,758	$4,815	$14,648
Power Generation - Generators	501-2100	1000KW GENERATOR DSL	$2,109	$5,437	$16,112
Power Generation - Generators	501-2300	1350KW GENERATOR DSL	$2,549	$6,557	$19,408
Power Generation - Generators	501-2600	1600KW GENERATOR DSL	$3,432	$9,486	$24,413
Power Generation - Generators	501-2700	CONTAINERIZED 2MEG DIESEL GENERATOR	$4,145	$11,474	$30,272
Power Generation - Generators	501-3140	1400AMP STUDIO GENERATOR	$1,068	$2,597	$7,421
Power Generation - Generators	501-3160	1600AMP STUDIO GENERATOR	$1,160	$2,923	$8,350
Power Generation - Aircraft Generator	501-4000	90KVA 400HZ PORTABLE AIRCRAFT GENERATOR	$672	$2,690	$5,394
Power Generation - Aircraft Generator	501-4010	120KVA 400HZ PORTABLE AIRCRAFT GENERATOR	$742	$2,969	$5,937
Power Generation - Aircraft Generator	501-4020	180KVA 400HZ PORTABLE AIRCRAFT GENERATOR	$928	$3,515	$7,031
Power Generation - Aircraft Generator	501-4210	90KVA 400HZ SOLID STATE AIRCRAFT GPU	$418	$1,039	$3,188
Power Generation - Aircraft Generator	501-4220	180KVA 400HZ SOLID STATE AIRCRAFT GPU	$630	$1,577	$4,639
Contractor and Industrial - Light Towers	510-1010	LIGHT TOWER 50W LED SOLAR SKID	$84	$215	$626
Contractor and Industrial - Light Towers	510-1015	LIGHT TOWER 640W LED SOLAR TRAILER	$191	$484	$1,123
Contractor and Industrial - Light Towers	510-1020	LIGHT TOWER 200W LED SOLAR TRAILER	$121	$277	$759
Contractor and Industrial - Light Towers	510-1030	LIGHT TOWER VERT MAST MAN NARROW BODY	$113	$268	$465
Contractor and Industrial - Light Towers	510-1035	LIGHT TOWER HORIZ MAST MAN NARROW BODY	$113	$268	$465
Contractor and Industrial - Light Towers	510-1040	LIGHT TOWER VERT MAST ELEC NARROW BODY	$113	$268	$465
Contractor and Industrial - Light Towers	510-1055	LIGHT TOWER VERT MAST LED TRAILER	$143	$366	$789
Contractor and Industrial - Light Towers	510-1070	LIGHT TOWER BALLOON KIT	$114	$318	$415
Contractor and Industrial - Light Towers	510-1080	LIGHT TOWER MAN MAST 16FT LED CART 120V	$84	$215	$596
Contractor and Industrial - Light Towers	510-1082	LIGHT TOWER ELEC MAST 23FT LED CART 120V	$93	$245	$663
Contractor and Industrial - Light Towers	510-1084	LIGHT TOWER MAN MAST 23FT LED TRAIL 120V	$93	$245	$663
Contractor and Industrial - Light Towers	510-1140	LIGHT TOWER VERT MAST 20KW WIDE BODY	$179	$410	$1,143
Contractor and Industrial - Light Towers	510-1160	LIGHT TOWER CUBE VERT MAST LED SKID	$206	$512	$1,123
Power Generation - Power Distribution	514-1145	EXTENSION CORD 14/3 X 100'	$6	$16	$40
Power Generation - Power Distribution	514-1150	EXTENSION CORD 14/3 X 50'	$5	$13	$32
Power Generation - Power Distribution	525-1030	I LINE PANEL 400 AMP	$176	$457	$1,245
Power Generation - Power Distribution	525-1060	I LINE PANEL 600 AMP 600V	$190	$498	$1,328
Power Generation - Power Distribution	525-1070	I LINE PANEL 800 AMP	$246	$689	$2,075
Power Generation - Power Distribution	525-1080	I LINE PANEL 1200 AMP	$308	$893	$2,632
Power Generation - Power Distribution	525-1085	I-LINE PANEL 1200A 600V LOW PROFILE	$308	$893	$2,632
Power Generation - Power Distribution	525-1090	QUADBOX FEEDER PANEL 120 AMP	$44	$125	$249
Power Generation - Power Distribution	525-1100	QUAD BOX FEEDER PANEL 200 AMP	$44	$125	$249
Power Generation - Power Distribution	525-1120	PANEL DISTRO 200A 2XL5302XCALI4X50A4X30A	$58	$133	$312
Power Generation - Power Distribution	525-1140	SPIDER BOX FEEDER PANEL 200 AMP	$105	$299	$664
Power Generation - Power Distribution	525-1150	SPIDER BOX FEEDER PANEL 400 AMP	$105	$299	$664
Power Generation - Power Distribution	525-1160	SPLITER PANEL 400 AMP CAMLOCK	$44	$83	$187
Power Generation - Power Distribution	525-1180	REEFER PANEL 30 GANG	$44	$103	$269
Power Generation - Power Distribution	525-1190	TRANSFORMER 15KVA 480-120/208 MILL PANEL	$88	$291	$664
Power Generation - Power Distribution	525-1195	TRANSFORMER 30KVA 480-120/208 MILL PANEL	$101	$319	$910
Power Generation - Step-Down Transformers	525-1210	STEPDOWN TRANSFORMER 480-208V	$115	$327	$837
Power Generation - Power Distribution	525-1250	TRANSFER SWITCH 200 AMP	$53	$150	$461
Power Generation - Power Distribution	525-1255	TRANSFER SWITCH 200 AMP ATS	$62	$181	$544
Power Generation - Power Distribution	525-1260	TRANSFER SWITCH 400 AMP ATS	$84	$237	$703
Power Generation - Power Distribution	525-1290	TRANSFER SWITCH 800 AMP	$419	$682	$2,044
Power Generation - Power Distribution	525-1310	VFD PANEL 20HP 460V 3PH	$97	$270	$801
Power Generation - Power Distribution	525-1320	VFD PANEL 50HP 460V 3PH	$111	$312	$934
Power Generation - Power Distribution	525-1330	VFD PANEL 100HP 460V 3P SOFT START	$140	$394	$1,178
Power Generation - Power Distribution	525-1350	VFD PANEL 150HP 460V 3PH	$176	$498	$1,495
Power Generation - Load Banks	525-1360	LOAD BANK 100 KW	$105	$219	$487
Power Generation - Load Banks	525-1362	LOAD BANK 125 KW	$114	$227	$512
Power Generation - Load Banks	525-1365	LOAD BANK 600 KW	$557	$1,206	$3,264
Power Generation - Load Banks	525-1366	LOAD BANK 1000 KW	$167	$430	$1,172
Power Generation - Load Banks	525-1368	LOAD BANK 3000 KW	$418	$1,055	$2,930
Power Generation - Power Distribution	525-1605	DISCONNECT FUSE PANEL 200 AMP	$88	$210	$538

Power Generation - Power Distribution	525-1610	DISCONNECT BREAKER PANEL 400A	$132	$249	$664
Power Generation - Power Distribution	525-1620	DISCONNECT BREAKER PANEL 600A	$140	$352	$996
Power Generation - Power Distribution	525-1630	DISCONNECT BREAKER PANEL 800A	$158	$403	$1,163
Power Generation - Power Distribution	525-1720	I LINE PANEL 3000 AMP	$365	$1,026	$3,071
Power Generation - Power Distribution	525-2120	PANEL DISTRIBUTION 125/250V 50AMP GFCI	$22	$62	$145
Power Generation - Power Distribution	525-2142	PANEL DIST 400A CAM IN/4X100A APPLE OUT	$51	$140	$352
Power Generation - Power Distribution	525-2190	PANEL DISTRIBUTION 800AMP 3PH 120/208V	$246	$689	$2,075
Power Generation - Power Distribution	525-2600	DISCONNECT BREAKER PANEL 1200A	$140	$279	$698
Power Generation - Power Distribution	525-3560	TRANSFER SWITCH AUTO 1600 AMP	$464	$659	$1,977
Power Generation - Transformers	525-5020	TRANSFORMER 30KVA 480-120/208V STEP DWN	$73	$206	$498
Power Generation - Transformers	525-5025	TRANSFORMER 75KVA ENTERTAINMENT CONFIG	$152	$454	$913
Power Generation - Power Distribution	525-5047	TRANSFORMER 45KVA 480-120/208V STEP DWN	$132	$371	$747
Power Generation - Power Distribution	525-5075	TRANSF 75KVA 600/480-120/208V S DWN DIST	$132	$374	$1,075
Power Generation - Power Distribution	525-5112	TRANSFORMER 150KVA 480-600V STEP UP/DWN	$137	$394	$1,121
Power Generation - Transformers	525-5114	TRANSFORMER 150KVA ENTERTAINMENT CONFIG	$176	$465	$996
Power Generation - Power Distribution	525-5122	TRANSFORMER 300KVA ENTERTAINMENT CONFIG	$128	$362	$1,225
Power Generation - Transformers	525-5137	TRANSFORMER 500KVA 2400/480V PADMOUNT	$186	$484	$1,450
Power Generation - Transformers	525-5165	TRANSFORMER 1500KVA PADMOUNT	$789	$1,495	$4,394
Power Generation - Fuel Tanks	530-1000	FUEL TANK UP TO 100 GALLON	$65	$186	$352
Power Generation - Fuel Tanks	530-1005	PROSOL DEF TANK 100 GALLON GALVANIZED	$65	$186	$352
Power Generation - Fuel Tanks	530-1020	FUEL TANK 251 GALLON	$65	$186	$352
Power Generation - Fuel Tanks	530-1050	FUEL TANK 552 GALLON	$98	$301	$547
Power Generation - Fuel Tanks	530-1060	FUEL TANK 523 GALLON TOWABLE	$140	$418	$820
Power Generation - Fuel Tanks	530-1070	FUEL TANK 787 GALLON	$135	$394	$742
Power Generation - Fuel Tanks	530-1090	FUEL TANK 1204 GALLON	$210	$612	$1,211
Power Generation - Fuel Tanks	530-1100	FUEL TANK 2388 GALLON	$371	$1,113	$2,734
Contractor and Industrial - Welders	550-1250	WELDER MIG 200 - 299 AMPS 230V	$37	$88	$264
Contractor and Industrial - Welders	550-1270	WELDER TIG / STICK 200-249 AMPS ELEC	$35	$62	$219
Contractor and Industrial - Welders	550-1275	SKYWELDER INVERTER WELDER 250-300AMP	$37	$88	$264
Contractor and Industrial - Welders	550-1280	WELDER INVERTER CC ONLY 250-299 AMPS	$30	$51	$171
Contractor and Industrial - Welders	550-1290	WELDER INVERTER CC/CV 300-399 AMPS	$35	$78	$219
Contractor and Industrial - Welders	550-1300	WELDER INVERTER CC/CV 350-399 AMPSLEC	$35	$78	$219
Contractor and Industrial - Welders	550-1310	WELDER INVERTER CC/CV 400-449 AMPS	$35	$78	$219
Power Generation - Power Distribution	550-1330	WELDER INVERTER CC/CV 650-699 AMPS	$79	$237	$512
Contractor and Industrial - Welding Accessories	550-1400	WELDING FUME EXTRACTOR 95-132 CFM	$63	$166	$381
Contractor and Industrial - Welders	550-1540	WELDER ENGINE DRIVE 180-189 AMP GAS	$79	$195	$464
Contractor and Industrial - Welders	550-1600	WELDER ENGINE DRIVE 250-299 AMPS GAS	$79	$195	$464
Contractor and Industrial - Welders	550-1610	WELDER ENGINE DRIVE 300-249 AMP GAS	$88	$199	$488
Contractor and Industrial - Welders	550-1760	WELDER ENGINE DRIVE 250-299 AMPS LP	$88	$199	$488
Contractor and Industrial - Welders	550-1765	WELDER ENGINE DRIVE 300 AMPS LP	$164	$340	$733
Contractor and Industrial - Welders	550-1850	WELDER TOWABLE 300 - 349 AMPS DSL	$73	$179	$488
Contractor and Industrial - Welders	550-1870	WELDER TOWABLE 400 - 449 AMPS DSL	$137	$261	$571
Power Generation - Power Distribution	550-1875	WELDER SKID MOUNTED 400 - 449 AMPS DSL	$122	$312	$571
Contractor and Industrial - Welders	550-1880	WELDER TOWABLE 500 - 549 AMPS DSL	$172	$312	$781
Contractor and Industrial - Welders	550-1900	WELDER TOWABLE 300-349AMPS DUAL-OPER DSL	$152	$312	$655
Contractor and Industrial - Welders	550-1905	WELDER TOWABLE 400-449AMPS DUAL-OPER DSL	$152	$332	$655
Contractor and Industrial - Welding Accessories	550-1950	WELDER WIRE FEEDER 120 VOLT ELEC	$58	$153	$286
Contractor and Industrial - Welding Accessories	550-1955	WELDER WIRE FEEDER SINGLE REEL 24 VOLT	$71	$217	$415
Contractor and Industrial - Welding Accessories	550-1960	WELDER WIRE FEEDER SUITCASE STYLE	$59	$140	$270
Contractor and Industrial - Plasma Cutters	550-3010	PLASMA CUTTER 7/8IN 1PH 120/240V	$91	$219	$538
Contractor and Industrial - Plasma Cutters	550-3015	PLASMA CUTTER 5/8IN AIRCOMP 1PH 120/240V	$90	$243	$635
Contractor and Industrial - Plasma Cutters	550-3030	PLASMA CUTTER 1-1/4IN 1PH/480V 3PH/600V	$176	$428	$1,164
Contractor and Industrial - Plasma Cutters	550-3060	PLASMA CUTTER 1-3/4IN 3PH 600V	$422	$1,013	$2,773
Bulk & Miscellaneous	553-0002	CIRCUIT BREAKER, 480V/20A	$7	$19	$47
Bulk & Miscellaneous	553-0004	CIRCUIT BREAKER, 480V/40A	$7	$20	$59
Bulk & Miscellaneous	553-0005	CIRCUIT BREAKER, 480V/50A	$5	$11	$30
Bulk & Miscellaneous	553-0009	CIRCUIT BREAKER 480V 80A	$7	$20	$59
Bulk & Miscellaneous	553-0010	CIRCUIT BREAKER, 480V/100A	$7	$20	$59
Bulk & Miscellaneous	553-0015	CIRCUIT BREAKER, 480V/225A	$7	$20	$59
Bulk & Miscellaneous	553-0025	CIRCUIT BREAKER 600V / 400A	$28	$84	$251
Bulk & Miscellaneous	553-0027	CIRCUIT BREAKER 600V / 600A	$28	$84	$251
Bulk & Miscellaneous	553-0030	CIRCUIT BREAKER 600V / 200A	$8	$21	$59
Bulk & Miscellaneous	553-0035	CIRCUIT BREAKER 600V / 100A	$5	$14	$40
Bulk & Miscellaneous	553-0040	CIRCUIT BREAKER 600V / 60A	$5	$14	$40
Bulk & Miscellaneous	553-0045	CIRCUIT BREAKER 600V / 30A	$5	$14	$40
Bulk & Miscellaneous	553-0050	CIRCUIT BREAKER 600V / 250A	$7	$21	$61
Bulk & Miscellaneous	553-0055	CIRCUIT BREAKER 600V / 150A	$8	$8	$22
Bulk & Miscellaneous	553-0060	CIRCUIT BREAKER 600V / 125A	$75	$128	$277
Bulk & Miscellaneous	553-0061	ADJ CIRCUIT BREAKER 600V 70-250A	$26	$71	$193
Bulk & Miscellaneous	554-0020	POWER STRIP 6X20A OUTLET 6'	$7	$7	$16
Trucks and Trailers - Equipment Trailers	610-1005	TRAILER LANDSCAPE 5X8 1500 LB	$44	$166	$352
Trucks and Trailers - Equipment Trailers	610-1010	TRAILER LANDSCAPE 6X12 3000 LB	$44	$166	$352
Trucks and Trailers - Equipment Trailers	610-1050	TRAILER UTILITY 2000 LB	$44	$166	$352
Trucks and Trailers - Utility Trailers	610-1059	TRAILER UTILITY PAN 3000 LB	$44	$166	$352
Trucks and Trailers - Utility Trailers	610-1070	TRAILER UTILITY 5-6000 LB	$58	$216	$457
Trucks and Trailers - Equipment Trailers	610-1075	TRAILER UTILITY 7000 LB	$58	$216	$457
Trucks and Trailers - Equipment Trailers	610-1140	TRAILER FLATBED 10000 LB	$79	$299	$632

Trucks and Trailers - Equipment Trailers	610-1160	TRAILER FLATBED 10-19000 LB GVWR	$93	$371	$835
Trucks and Trailers - Equipment Trailers	610-1170	TRAILER FLATBED 21-29000 LB GVWR	$104	$420	$945
Trucks and Trailers - Equipment Trailers	610-1180	TRAILER FLATBED 30-39000 LB GVWR	$132	$527	$1,163
Trucks and Trailers - Equipment Trailers	610-1190	TRAILER FLATBED GOOSENECK 20-22000 LBS	$144	$577	$1,163
Trucks and Trailers - Equipment Trailers	610-1210	TRAILER FLATBED W/RAMPS 20000 LB GVWR	$144	$577	$1,163
Trucks and Trailers - Equipment Trailers	610-1212	TRAILER FLATBED NO RAMPS 20000 LB GVWR	$144	$577	$1,163
Trucks and Trailers - Equipment Trailers	610-1220	TRAILER FLATBED GOOSENECK 25-26000 LB	$176	$605	$1,256
Trucks and Trailers - Equipment Trailers	610-1240	TRAILER FLATBED 40-49000 LB GVWR	$195	$620	$1,319
Trucks and Trailers - Equipment Trailers	610-1245	TRAILER FLATBED 3-AXLE W/RAMPS 50000GVWR	$233	$571	$1,055
Trucks and Trailers - Equipment Trailers	610-1281	TRAILER FLATBED 80000 LB AIR RIDE	$440	$440	$879
Trucks and Trailers - Equipment Trailers	610-1310	TRAILER FLATBED LIVE BOTTOM 24000 LB	$605	$2,422	$5,449
Trucks and Trailers - Utility Trailers	610-1350	TRAILER STUMP GRINDER	$44	$166	$352
Trucks and Trailers - Utility Trailers	610-1370	TRAILER TRENCHER	$44	$166	$352
Trucks and Trailers - Utility Trailers	610-1390	TRAILER TILLER	$44	$166	$352
Trucks and Trailers - Utility Trailers	610-1401	TRAILER CART OFF ROAD 1000LB	$66	$249	$586
Trucks and Trailers - Specialty Trailers	610-1430	TRAILER PIPE DOLLY	$88	$352	$791
Trucks and Trailers - Tool Trailers	610-1500	TRAILER CABLE REEL SINGLE 8-9995 LB	$84	$316	$711
Concrete and Masonry - Concrete Mix & Haul Trailers	610-1600	TRAILER MIXING 27 CF 7000 LB	$123	$437	$923
Concrete and Masonry - Concrete Mix & Haul Trailers	610-1620	TRAILER MIXING 50 CF 10000 LB	$132	$469	$990
Trucks and Trailers - Equipment Trailers	610-1720	TRAILER GROUND LOAD 5000 LB	$44	$166	$352
Trucks and Trailers - Equipment Trailers	610-1730	TRAILER GROUND LOAD 8000 LB	$61	$233	$492
Trucks and Trailers - Equipment Trailers	610-1740	TRAILER GROUND LOAD 10000 LB BATT	$61	$233	$619
Trucks and Trailers - Equipment Trailers	610-1745	TRAILER GROUND LOAD 10000 LB GAS	$77	$292	$619
Trucks and Trailers - Equipment Trailers	610-1750	TRAILER GROUND LOAD 13000-14000 LB	$114	$432	$914
Trucks and Trailers - Tilt Trailers	610-1760	TRAILER TILT 2-3000 LB	$34	$126	$304
Trucks and Trailers - Tilt Trailers	610-1766	TRAILER TILT 6-7000 LB	$52	$189	$455
Trucks and Trailers - Tilt Trailers	610-1770	TRAILER TILT 10000 LB	$79	$219	$464
Trucks and Trailers - Tilt Trailers	610-1775	TRAILER TILT 12-13000 LB	$106	$301	$566
Trucks and Trailers - Equipment Trailers	610-1779	TRAILER TILT 14000LB FIXED TOP DECK	$132	$395	$814
Trucks and Trailers - Tilt Trailers	610-1780	TRAILER TILT 14-15000 LB	$111	$312	$586
Trucks and Trailers - Tilt Trailers	610-1781	TRAILER TILT 15000 LB 4FT FIXED TOP DECK	$140	$398	$750
Trucks and Trailers - Tilt Trailers	610-1785	TRAILER TILT 16-17000 LB	$145	$413	$777
Trucks and Trailers - Dump Trailers	610-2200	TRAILER DUMP SINGLE AXLE	$114	$328	$613
Trucks and Trailers - Dump Trailers	610-2230	TRAILER DUMP TANDEM AXLE	$123	$349	$664
Trucks and Trailers - Dump Trailers	610-2290	TRAILER DUMP TRIPLE AXLE	$565	$1,696	$3,392
Trucks and Trailers - Water Trailers	610-2420	TRAILER WATER 500 GALLON	$132	$469	$879
Trucks and Trailers - Water Trailers	610-2430	TRAILER WATER 800 GALLON	$176	$625	$1,196
Trucks and Trailers - Vacuum & Potholer Trailers	610-2455	TRAILER VACUUM EXC SYSTEM 500 GAL GAS	$562	$1,758	$5,371
Trucks and Trailers - Vacuum & Potholer Trailers	610-2460	TRAILER VACUUM EXC SYSTEM 500 GAL DSL	$586	$1,855	$5,952
Trucks and Trailers - Vacuum & Potholer Trailers	610-2470	TRAILER VACUUM EXC SYSTEM 800 GAL DSL	$789	$2,198	$6,592
Trucks and Trailers - Storage Trailers	610-2520	TRAILER ENCLOSED 6X12 3000 LB	$98	$391	$781
Trucks and Trailers - Storage Trailers	610-2530	TRAILER ENCLOSED 6X12 7000 LB	$108	$429	$855
Trucks and Trailers - Storage Trailers	610-2550	TRAILER ENCLOSED 8X20 7000 LB	$127	$506	$1,076
Trucks and Trailers - Storage Trailers	610-2570	TRAILER REMEDIATION ENCLOSED 8X20 9995LB	$140	$419	$1,256
Trucks and Trailers - Specialty Trailers	610-2580	TRAILER TOOL ENCLOSED 8X44 25000 LBS	$703	$1,758	$5,273
Trucks and Trailers - Storage Trailers	610-2590	TRAILER ENCLOSED 8X53	$105	$316	$747
Concrete and Masonry - Concrete Mix & Haul Trailers	610-2592	TRAILER CAT EVENT RESPONSE ENCLOSED 53FT	$454	$1,367	$3,955
Trucks and Trailers - Storage Trailers	610-2600	TRAILER OPEN TOP BOX 5X8 3000 LB	$44	$166	$352
Trucks and Trailers - Storage Trailers	610-2610	TRAILER OPEN TOP BOX 5X10 3000 LB	$49	$182	$387
Trucks and Trailers - Storage Trailers	610-2615	TRAILER OPEN TOP BOX 5X12 3000 LB	$53	$199	$422
Trucks and Trailers - Storage Trailers	610-2640	TRAILER OPEN TOP BOX 5X12 10000 LB	$66	$264	$561
Trucks and Trailers - Storage Trailers	610-2780	CONTAINER 8FT X 8FT REFRIGERATED STORAGE	$93	$186	$586
Trucks and Trailers - Storage Trailers	610-2790	CONTAINER 10 FT STORAGE	$11	$45	$135
Trucks and Trailers - Storage Trailers	610-2800	CONTAINER 16 FT STORAGE	$11	$45	$135
Trucks and Trailers - Equipment Trailers	610-2801	CONTAINER 16 FT KARGO KING	$30	$112	$278
Trucks and Trailers - Storage Trailers	610-2810	CONTAINER 20 FT STORAGE	$11	$45	$135
Trucks and Trailers - Storage Trailers	610-2815	CONTAINER 20 FT STORAGE DOUBLE DOOR	$14	$56	$140
Trucks and Trailers - Storage Trailers	610-2820	CONTAINER 24 FT STORAGE	$28	$112	$278
Trucks and Trailers - Storage Trailers	610-2840	CONTAINER 40 FT STORAGE	$23	$93	$233
Trucks and Trailers - Storage Trailers	610-2845	CONTAINER 40 FT STORAGE DOUBLE DOOR	$23	$93	$233
Trucks and Trailers - Storage Trailers	610-2900	CONTAINER 20 FT OFFICE	$33	$108	$418
Concrete and Masonry - Concrete Mix & Haul Trailers	610-2910	CONTAINER 40 FT OFFICE	$47	$215	$836
Trucks and Trailers - Storage Trailers	610-3000	TRAILER SHADE 10 FT	$47	$140	$418
Trucks and Trailers - Equipment Trailers	610-3010	TRAILER SAFETY COOLDOWN 8X24 9990 LB	$571	$1,846	$3,691
Trucks and Trailers - Equipment Trailers	610-3020	TRAILER MOUNTED SAFETY SHOWER PNEUMATIC	$558	$1,846	$3,955
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1010	CART PERSONNEL 2 PASSENGER 3-WH ELEC	$92	$246	$474
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1020	TOW TRACTOR 1 PASSENGER 3-WH 8K PULL ELE	$166	$498	$996
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1040	CART BURDEN 2 PASSENGER 4-WH GAS	$102	$273	$557
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1060	CART BURDEN 2 PASSENGER 4-WH ELEC	$102	$273	$557
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1065	CART BURDEN 2 PASSENGER 4-WH ELEC CAB	$117	$342	$766
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1080	CART BURDEN 4 PASSENGER 4-WH ELEC	$102	$273	$557
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1100	CART GOLF 2 PASSENGER ELEC	$122	$293	$577
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1110	CART GOLF 2 PASSENGER GAS	$122	$293	$577
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1120	CART GOLF 4 PASSENGER GAS	$122	$293	$577
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1130	CART TOUR 4 PASSENGER ELEC	$127	$308	$753
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1150	CART TOUR 6 PASSENGER ELEC	$141	$342	$835
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1160	CART TOUR 6 PASSENGER GAS	$141	$342	$835

Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1180	CART WHEELCHAIR ADA GAS	$176	$434	$1,123
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1200	CART UTILITY TRUCK 2 PASS ELEC	$152	$352	$830
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1210	CART UTV 2 PASSENGER GAS	$152	$352	$830
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1220	CART UTV 2 PASSENGER GAS WITH CAB	$166	$381	$928
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1230	CART UTV 2 PASSENGER DSL	$152	$352	$830
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1240	CART UTV 2 PASSENGER DSL WITH CAB	$166	$381	$928
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1245	CART UTV 2 PASSENGER DSL FLATBED	$152	$352	$830
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1260	CART UTV 4 PASSENGER GAS	$152	$352	$830
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1265	CART UTV 4 PASSENGER GAS WITH CAB	$166	$381	$928
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1280	CART UTV 4 PASSENGER DSL	$152	$352	$830
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1290	CART UTV 4 PASSENGER DSL WITH CAB	$166	$381	$928
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1330	CART UTV W/FRONT TOOL CARRIER DSL CAB	$512	$1,514	$3,320
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1410	CART UTILITY TRUCK 2 PASS GAS	$152	$352	$742
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1415	CART UTV 2 PASSENGER 4WD GAS ENTERTAIN	$152	$352	$830
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1420	CART UTV 4 PASSENGER 4WD GAS ENTERTAIN	$152	$352	$830
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-1425	CART UTV 2 PASSENGER 2WD GAS ENTERTAIN	$152	$352	$830
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-2010	CART UTV SNOW PLOW 5-6 FT	$54	$108	$332
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-2015	CART UTV 40 GALLON SPRAYER SKID MTD ELEC	$88	$200	$484
Trucks and Trailers - Off-Road Utility Passenger Vehicles	630-2020	80 GALLON SPRAYER ELEC	$54	$152	$352
Material Handling -	640-2100	BELT LOADER DRIVABLE AIRCRAFT DSL	$557	$1,262	$3,155
Material Handling -	640-2200	BAGGAGE TRACTOR AIRCRAFT GAS 5500 LB	$348	$928	$2,412
Material Handling -	640-2205	BAGGAGE TRACTOR AIRCRAFT CAB GAS 5500LB	$348	$928	$2,412
Material Handling -	640-2220	BAGGAGE TRACTOR AIRCRAFT DSL 5500 LB	$367	$1,020	$2,504
Material Handling -	640-4960	TRACTOR AIRCRAFT TOWBAR 40000 GVW	$1,762	$3,711	$9,277
Material Handling -	640-5000	TRACTOR AIRCRAFT TOWBAR 110000 GVW	$2,783	$7,031	$18,456
Trucks and Trailers - Pick-Up Trucks	659-5000	TRUCK PICKUP COMPACT STD	$95	$441	$1,153
Trucks and Trailers - Pick-Up Trucks	659-5005	TRUCK PICKUP COMPACT CREW 4WD	$120	$505	$1,246
Trucks and Trailers - Pick-Up Trucks	659-5010	TRUCK PICKUP 1/2 T STD 4WD GAS	$95	$441	$1,153
Trucks and Trailers - Pick-Up Trucks	659-5020	TRUCK PICKUP 1/2 T STD 2WD GAS	$95	$441	$1,153
Trucks and Trailers - Pick-Up Trucks	659-5030	TRUCK PICKUP 1/2 T SUP 4WD GAS	$95	$441	$1,153
Trucks and Trailers - Pick-Up Trucks	659-5040	TRUCK PICKUP 1/2 T SUP 2WD GAS	$95	$441	$1,153
Trucks and Trailers - Pick-Up Trucks	659-5050	TRUCK PICKUP 1/2 T CREW 4WD GAS	$120	$505	$1,246
Trucks and Trailers - Pick-Up Trucks	659-5060	TRUCK PICKUP 1/2 T CREW 2WD GAS	$120	$505	$1,246
Trucks and Trailers - Pick-Up Trucks	659-5070	TRUCK PICKUP 3/4 T STD 4WD GAS	$148	$528	$1,349
Trucks and Trailers - Pick-Up Trucks	659-5080	TRUCK PICKUP 3/4 T STD 4WD DSL	$148	$528	$1,349
Trucks and Trailers - Pick-Up Trucks	659-5090	TRUCK PICKUP 3/4 T STD 2WD GAS	$148	$528	$1,349
Trucks and Trailers - Pick-Up Trucks	659-5100	TRUCK PICKUP 3/4 T STD 2WD GAS LIFT GATE	$148	$528	$1,349
Trucks and Trailers - Pick-Up Trucks	659-5120	TRUCK PICKUP 3/4 T SUP 4WD GAS	$148	$528	$1,349
Trucks and Trailers - Pick-Up Trucks	659-5130	TRUCK PICKUP 3/4 T SUP 4WD DSL	$148	$528	$1,349
Trucks and Trailers - Pick-Up Trucks	659-5160	TRUCK PICKUP 3/4 T CREW 4WD GAS	$153	$640	$1,442
Trucks and Trailers - Pick-Up Trucks	659-5170	TRUCK PICKUP 3/4 T CREW 4WD DSL	$153	$640	$1,442
Trucks and Trailers - Pick-Up Trucks	659-5180	TRUCK PICKUP 3/4 T CREW 2WD GAS	$153	$640	$1,442
Trucks and Trailers - Pick-Up Trucks	659-5200	TRUCK PICKUP 1 T STD 4WD GAS	$191	$739	$1,581
Trucks and Trailers - Pick-Up Trucks	659-5240	TRUCK PICKUP 1 T CREW 4WD GAS	$191	$739	$1,581
Trucks and Trailers - Pick-Up Trucks	659-5250	TRUCK PICKUP 1 T CREW 4WD DSL	$191	$739	$1,581
Trucks and Trailers - Water Trailers	659-5370	TRUCK SERVICE 1-1/2-2 T STD 4WD GAS	$418	$1,098	$2,969
Trucks and Trailers - Service Trucks	659-5380	TRUCK SERVICE 1-1/2-2 T STD 4WD DSL	$418	$1,098	$2,969
Trucks and Trailers - Service Trucks	659-5425	TRUCK SERVICE 3/4-1 T CREW 4WD GAS	$348	$928	$2,402
Trucks and Trailers - Service Trucks	659-5440	TRUCK SERVICE 1-1/2-2 T CREW 4WD DSL	$441	$1,138	$3,125
Trucks and Trailers - Cargo Vans	659-5455	VAN CARGO MINI GAS	$107	$512	$1,628
Trucks and Trailers - Cargo Vans	659-5460	VAN CARGO 1/2 T GAS	$107	$512	$1,628
Trucks and Trailers - Cargo Vans	659-5470	VAN CARGO 3/4 T GAS LOW ROOF	$107	$512	$1,628
Trucks and Trailers - A-Frame Trucks	659-5472	VAN CARGO 3/4 T GAS HIGH ROOF	$107	$512	$1,628
Trucks and Trailers - Cargo Vans	659-5475	VAN CARGO 3/4 T DSL	$107	$512	$1,628
Trucks and Trailers - Cargo Vans	659-5480	VAN CARGO 1 T GAS LOW ROOF	$107	$512	$1,628
Trucks and Trailers - Passenger Vans	659-5490	VAN PASSENGER 8 GAS 1/2 T	$140	$631	$1,767
Trucks and Trailers - Passenger Vans	659-5510	VAN PASSENGER 12 GAS 3/4 LOW ROOF	$140	$631	$1,767
Trucks and Trailers - Passenger Vans	659-5540	VAN PASSENGER 15 GAS 3/4-1 T LOW ROOF	$140	$631	$1,767
Trucks and Trailers - Passenger Shuttle Buses	659-5550	BUS SHUTTLE GAS CDL	$278	$1,016	$1,905
Trucks and Trailers - Passenger Shuttle Buses	659-5560	BUS SCHOOL DSL	$278	$1,016	$1,905
Trucks and Trailers - SUVs	659-5580	SUV COMPACT 5-6 PASSENGER GAS	$98	$395	$1,167
Trucks and Trailers - A-Frame Trucks	659-5585	SUV STANDARD 7-8 PASSENGER GAS	$145	$565	$1,289
Trucks and Trailers - Stake Body Trucks	659-5610	TRUCK STKBD 12 FT 3/4-1 T STD 4WD DSL	$230	$805	$1,721
Trucks and Trailers - Stake Body Trucks	659-5620	TRUCK STKBD 12 FT 3/4-1 T STD 2WD GAS	$230	$805	$1,721
Trucks and Trailers - Stake Body Trucks	659-5630	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD GAS	$230	$805	$1,721
Trucks and Trailers - Stake Body Trucks	659-5640	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD DSL	$230	$805	$1,721
Trucks and Trailers - Stake Body Trucks	659-5650	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD GAS	$230	$805	$1,721
Trucks and Trailers - Stake Body Trucks	659-5660	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD DSL	$230	$805	$1,721
Trucks and Trailers - Stake Body Trucks	659-5680	TRUCK STKBD 12 FT 3/4-1 T CREW 4WD GAS	$273	$826	$1,855
Trucks and Trailers - Stake Body Trucks	659-5690	TRUCK STKBD 12 FT 3/4-1 T CREW 4WD DSL	$273	$826	$1,855
Trucks and Trailers - Stake Body Trucks	659-5700	TRUCK STKBD 12 FT 3/4-1 T CREW 2WD GAS	$273	$826	$1,855
Trucks and Trailers - Stake Body Trucks	659-5725	TRUCK STKBD 12 FT 1-1/2-2 T CREW 4WD GAS	$302	$981	$1,944
Trucks and Trailers - Stake Body Trucks	659-5730	TRUCK STKBD 12 FT 1-1/2-2 T CREW 4WD DSL	$302	$981	$1,944
Trucks and Trailers - Stake Body Trucks	659-5735	TRUCK STKBD 12 FT 1-1/2-2 T CREW 2WD GAS	$302	$981	$1,944
Trucks and Trailers - Stake Body Trucks	659-5740	TRUCK STKBD 12 FT 1-1/2-2 T CREW 2WD DSL	$302	$981	$1,944
Trucks and Trailers - A-Frame Trucks	659-5742	TRUCK STKBD 12 FT 1-2 T STD GOSNK4WDDSL	$326	$1,030	$2,041
Trucks and Trailers - A-Frame Trucks	659-5750	TRUCK STKBD 14 FT 1-1/2-2 T STD 2WD DSL	$326	$1,052	$2,441

Trucks and Trailers - Stake Body Trucks	659-5770	TRUCK STKBD 16 FT 1-1/2-2 T STD 2WD DSL	$326	$1,052	$2,441
Trucks and Trailers - Stake Body Trucks	659-5780	TRUCK STKBD 16 FT 2-1/2-3 T STD 2WD DSL	$326	$1,052	$2,441
Trucks and Trailers - Stake Body Trucks	659-5787	TRUCK STKBD 20 FT 2-1/2-3 T STD 2WD DSL	$367	$1,113	$2,785
Trucks and Trailers - Stake Body Trucks	659-5790	TRUCK STKBD 22 FT 2-1/2-3 T STD 2WD GAS	$367	$1,113	$2,785
Trucks and Trailers - Stake Body Trucks	659-5800	TRUCK STKBD 22 FT 2-1/2-3 T STD 2WD DSL	$367	$1,113	$2,785
Trucks and Trailers - Water Trailers	659-5810	TRUCK RACK 18 FT 2-1/2-3 T CREW DSL	$604	$1,624	$4,360
Trucks and Trailers - Stake Body Trucks	659-5825	TRUCK FLATBED 9FT 1-1/2-2T CREW 4WD DSL	$284	$963	$2,373
Trucks and Trailers - Stake Body Trucks	659-5830	TRUCK FLATBED 11FT 1-1/2-2T STD 4WD DSL	$326	$990	$2,581
Trucks and Trailers - Service Trucks	659-5840	TRUCK STKBD HI-RAIL STD 2WD DSL	$441	$1,138	$3,418
Trucks and Trailers - Stake Body Trucks	659-5870	VAN KUV UTLTY GAS 1 TON	$219	$733	$1,855
Trucks and Trailers - Utility & Contractor Trucks	659-5875	TRUCK UTLTY 3/4 T STD 2WD GAS	$236	$787	$2,100
Trucks and Trailers - Utility & Contractor Trucks	659-5878	TRUCK UTLTY 3/4 T SUP 2WD GAS	$236	$787	$2,100
Trucks and Trailers - Utility & Contractor Trucks	659-5880	TRUCK UTLTY 3/4 T CREW 2WD GAS	$307	$858	$2,393
Trucks and Trailers - Utility & Contractor Trucks	659-5882	TRUCK UTLTY 3/4 T STD 4WD GAS	$236	$787	$2,100
Trucks and Trailers - Utility & Contractor Trucks	659-5888	TRUCK UTLTY 3/4 T CREW 4WD GAS	$307	$858	$2,393
Trucks and Trailers - Utility & Contractor Trucks	659-5900	TRUCK UTLTY 1 T STD 2WD GAS	$236	$787	$2,100
Trucks and Trailers - Utility & Contractor Trucks	659-5910	TRUCK UTLTY 1 T CREW 2WD GAS	$307	$858	$2,393
Trucks and Trailers - Utility & Contractor Trucks	659-5915	TRUCK UTLTY 1 T STD 4WD GAS	$256	$811	$2,198
Trucks and Trailers - Utility & Contractor Trucks	659-5920	TRUCK UTLTY 1 T SUP 4WD GAS	$256	$811	$2,198
Trucks and Trailers - Utility & Contractor Trucks	659-5925	TRUCK UTLTY 1 T CREW 4WD GAS	$338	$858	$2,393
Trucks and Trailers - Utility & Contractor Trucks	659-5928	TRUCK UTLTY 1 T STD 4WD DSL	$256	$811	$2,198
Trucks and Trailers - Utility & Contractor Trucks	659-5930	TRUCK UTLTY 1 T SUP 4WD DSL	$256	$811	$2,198
Trucks and Trailers - Utility & Contractor Trucks	659-5932	TRUCK UTLTY 1 T CREW 4WD DSL	$393	$1,002	$2,608
Trucks and Trailers - Utility & Contractor Trucks	659-5940	TRUCK UTLTY 1-1/2-2 T STD-SUP 4WD DSL	$373	$926	$2,588
Trucks and Trailers - Utility & Contractor Trucks	659-5945	TRUCK UTLTY 1-1/2-2 T STD-SUP 4WD GAS	$307	$858	$2,393
Trucks and Trailers - Utility & Contractor Trucks	659-5950	TRUCK UTLTY 1-1/2-2 T CREW 4WD DSL	$331	$962	$2,686
Trucks and Trailers - Utility & Contractor Trucks	659-5965	TRUCK CONTRACTOR 1-1/4-2 T STD 4WD GAS	$347	$932	$2,588
Trucks and Trailers - A-Frame Trucks	659-5969	TRUCK CONTRACTOR 1-1/4-2 T STD 2WD GAS	$371	$1,021	$2,739
Trucks and Trailers - Utility & Contractor Trucks	659-5970	TRUCK CONTRACTOR 1-1/4-2 T STD 2WD DSL	$371	$1,021	$2,739
Trucks and Trailers - Utility & Contractor Trucks	659-5975	TRUCK CONTRACTOR 1-1/4-2 T CREW 4WD GAS	$371	$1,021	$2,739
Trucks and Trailers - Stake Body Trucks	659-5977	TRUCK CONTRACTOR 1-1/4-2 T CREW 4WD DSL	$371	$1,021	$2,739
Trucks and Trailers - Water Trucks	659-6030	TRUCK WATER 2000 GALLON GAS	$465	$1,394	$2,739
Trucks and Trailers - Water Trucks	659-6040	TRUCK WATER 2000 GALLON DSL	$465	$1,394	$2,739
Trucks and Trailers - Water Trucks	659-6050	TRUCK WATER 4000 GALLON DSL	$578	$1,944	$4,325
Trucks and Trailers - Water Trucks	659-6052	TRUCK WATER 4000 GALLON DSL 6X6	$1,465	$3,515	$9,277
Trucks and Trailers - Cargo Van	659-6055	TRUCK BOX 12 FT	$186	$512	$1,465
Trucks and Trailers - A-Frame Trucks	659-6057	TRUCK BOX 14 FT	$215	$767	$2,198
Trucks and Trailers - Cargo Van	659-6060	TRUCK BOX 15 FT	$215	$767	$2,198
Trucks and Trailers - Cargo Van	659-6070	TRUCK BOX 15 FT W/ LIFT GATE	$215	$781	$2,198
Trucks and Trailers - A-Frame Trucks	659-6075	TRUCK BOX 16 FT W/ LIFT GATE	$215	$781	$2,198
Trucks and Trailers - Cargo Van	659-6090	TRUCK BOX 24 FT W/ LIFT GATE	$464	$1,582	$4,883
Trucks and Trailers - Dump Trucks	659-6100	TRUCK FLAT DUMP 16FT 1-1/2T STD 2WD DSL	$352	$968	$2,393
Trucks and Trailers - Dump Trucks	659-6105	TRUCK FLAT DUMP 20FT 1-1/2T STD 2WD DSL	$352	$968	$2,393
Trucks and Trailers - Dump Trucks	659-6110	TRUCK DUMP 3-4 YD STD 4WD GAS	$312	$841	$1,953
Trucks and Trailers - Dump Trucks	659-6120	TRUCK DUMP 3-4 YD DSL	$312	$841	$1,953
Trucks and Trailers - Dump Trucks	659-6130	TRUCK DUMP 3-4 YD CREW 4WD DSL	$338	$897	$2,046
Trucks and Trailers - Dump Trucks	659-6135	TRUCK DUMP 3-4 YD CREW 4WD GAS	$338	$897	$2,046
Trucks and Trailers - Dump Trucks	659-6140	TRUCK DUMP 3-4 YD CREW 2WD DSL	$338	$897	$2,046
Trucks and Trailers - Dump Trucks	659-6150	TRUCK DUMP 5-6 YD GAS	$352	$968	$2,393
Trucks and Trailers - Dump Trucks	659-6160	TRUCK DUMP 5-6 YD GAS NON CDL	$352	$968	$2,393
Trucks and Trailers - Dump Trucks	659-6170	TRUCK DUMP 5-6 YD DSL	$352	$968	$2,393
Trucks and Trailers - Dump Trucks	659-6180	TRUCK DUMP 5-6 YD DSL NON CDL	$352	$968	$2,393
Trucks and Trailers - Dump Trucks	659-6190	TRUCK DUMP 5-6 YD CREW DSL	$394	$1,080	$2,539
Trucks and Trailers - Dump Trucks	659-6195	TRUCK DUMP 5-6 YD CREW DSL NON-CDL	$394	$1,080	$2,539
Trucks and Trailers - Dump Trucks	659-6200	TRUCK DUMP 12-14 YD MANUAL DSL	$659	$2,100	$4,929
Trucks and Trailers - Dump Trucks	659-6210	TRUCK DUMP 12-14 YD AUTO DSL	$659	$2,100	$4,929
Trucks and Trailers - Dump Trucks	659-6215	TRUCK DUMP 22-24 YD DSL	$1,253	$3,247	$8,813
Trucks and Trailers - A-Frame Trucks	659-6218	TRUCK 1 T DUMP LANDSCAPE STD GAS	$318	$689	$1,855
Trucks and Trailers - Off-Road Dump Trucks	659-6220	TRUCK 1 T DUMP LANDSCAPE CREW GAS	$318	$689	$1,855
Trucks and Trailers - Off-Road Dump Trucks	659-6224	TRUCK DUMP ARTICULATED 30 TON DSL	$1,762	$5,010	$11,689
Trucks and Trailers - Garbage & Recycle Trucks	659-6230	TRUCK GARBAGE 6 YD	$555	$2,046	$6,355
Trucks and Trailers - Garbage & Recycle Trucks	659-6240	TRUCK GARBAGE 20 YD	$711	$2,708	$8,705
Trucks and Trailers - Specialty Trucks	659-6245	TRUCK STREET SWEEPER DSL	$1,674	$4,334	$13,387
Trucks and Trailers - Stake Body Trucks	659-6247	TRUCK RUNWAY/STREET SWEEPER DSL	$1,674	$4,334	$13,387
Trucks and Trailers - Crash Attenuators	659-6250	TRUCK MOUNTED ATTENUATOR 62-65 MPH GAS	$698	$1,820	$4,185
Trucks and Trailers - Crash Attenuators	659-6260	TRUCK MOUNTED ATTENUATOR 62-65 MPH DSL	$698	$1,820	$4,185
Trucks and Trailers - Stake Body Trucks	659-6267	TRUCK DELIVERY PCT 3/4 TON GAS NON-CDL	$222	$761	$2,153
Trucks and Trailers - Bucket Trucks	659-6300	TRUCK BUCKET 35 FT NONINSULATED GAS	$524	$1,523	$4,394
Trucks and Trailers - Bucket Trucks	659-6310	TRUCK BUCKET 35 FT NONINSULATED DSL	$524	$1,523	$4,394
Trucks and Trailers - Bucket Trucks	659-6315	TRUCK BUCKET 45 FT INSULATED GAS	$524	$1,523	$4,394
Trucks and Trailers - Bucket Trucks	659-6320	TRUCK BUCKET 45 FT INSULATED DSL	$524	$1,523	$4,394
Trucks and Trailers - Bucket Trucks	659-6328	TRUCK BUCKET 55 FT DSL	$733	$1,948	$4,883
Trucks and Trailers - Bucket Trucks	659-6336	TRUCK BUCKET 60 FT TREE TRIMMER DSL	$790	$2,031	$5,078
Trucks and Trailers - Water Trucks	659-6342	TRUCK BUCKET 70 FT TREE TRIMMER DSL	$679	$2,640	$6,500
Trucks and Trailers - Bucket Trucks	659-6350	TRUCK BUCKET 85 FT DSL	$1,395	$3,906	$10,151
Trucks and Trailers - Crane Trucks	659-6380	TRUCK CRANE 18 T SINGLE DSL	$661	$1,812	$4,724
Trucks and Trailers - Crane Trucks	659-6410	TRUCK CRANE 20 T TANDEM DSL	$1,076	$2,929	$6,823

Trucks and Trailers - Crane Trucks	659-6430	TRUCK CRANE 23 T TANDEM DSL	$1,145	$3,023	$6,929
Trucks and Trailers - Crane Trucks	659-6435	TRUCK AUGER 47FT CDL	$447	$1,341	$3,038
Trucks and Trailers - Class A Tractors	659-6440	TERMINAL TRACTOR SIGL AXE 2X4 OFF-RD DSL	$579	$1,690	$4,824
Trucks and Trailers - Class A Tractors	659-6455	TRUCK TRACTOR TANDEM 4WD DSL	$782	$1,956	$6,045
Trucks and Trailers - Class A Tractors	659-6460	TRUCK TRACTOR TRI 4WD DSL	$882	$2,373	$6,836
Trucks and Trailers - Specialty Trucks	659-6470	TRUCK ASPHALT DISTRIBUTOR 2000 GAL	$733	$1,809	$5,157
Trucks and Trailers - Specialty Trucks	659-6480	TRUCK FORESTRY MOBILE CRANE	$733	$1,809	$5,157
Trucks and Trailers - Attachments & Accessories	659-8000	TRUCK SPREADER HOPPER 8 FT	$98	$298	$897
Trucks and Trailers - Attachments & Accessories	659-8020	TRUCK SPREADER HOPPER 9 FT	$98	$298	$897
Trucks and Trailers - Attachments & Accessories	659-8030	TRUCK SPREADER TAILGATE	$42	$119	$336
Trucks and Trailers - Attachments & Accessories	659-8035	TRUCK SPREADER TAILGATE DUMP	$47	$140	$419
Trucks and Trailers - Attachments & Accessories	659-8100	TRUCK SNOW PLOW 7-8 FT	$88	$259	$830
Trucks and Trailers - Attachments & Accessories	659-8110	TRUCK SNOW PLOW 8.5-9 FT	$88	$259	$830
Trucks and Trailers - Attachments & Accessories	659-8130	TRUCK SNOW PLOW 10 FT	$116	$330	$972
Trucks and Trailers - Arrow Boards	660-1000	BOARD ARROW FOLDING TRAILER 15-LIGHT	$105	$323	$586
Trucks and Trailers - Arrow Boards	660-1010	BOARD ARROW VERTICAL TRAILER 15-LIGHT	$105	$323	$586
Trucks and Trailers - Arrow Boards	660-1020	BOARD ARROW FOLDING TRAILER 25-LIGHT	$114	$362	$659
Trucks and Trailers - Message Boards	660-1030	BOARD MESSAGE VERTICAL MID-SIZE 3-LINE	$161	$454	$777
Trucks and Trailers - Message Boards	660-1040	BOARD MESSAGE VERTICAL FULL-SIZE 3-LINE	$161	$454	$777
Trucks and Trailers - Message Boards	660-1045	BOARD MESSAGE FULL-SIZE 3-LINE W/MODEM	$184	$725	$1,123
Trucks and Trailers - Message Boards	660-1060	BOARD MESSAGE VERTICAL MID-SIZE MATRIX	$161	$454	$777
Bulk & Miscellaneous	660-1065	BOARD MESSAGE VERTICAL MID MATRIX MODEM	$186	$488	$977
Trucks and Trailers - Message Boards	660-1070	BOARD MESSAGE VERTICAL FULL-SIZE MATRIX	$206	$725	$1,016
Trucks and Trailers - Traffic Monitoring	660-1100	RADAR SPEED MONITORING TRAILER	$44	$117	$366
Trucks and Trailers - Arrow Boards	660-1110	TRAILER ATTENUATOR MOUNTED W/ARROW BOARD	$326	$837	$1,929
Climate Control - Air Movers	700-1040	FAN FLOOR 36-48IN ELEC	$60	$167	$330
Climate Control - Air Movers	700-1045	FAN FLOOR 72IN ELEC	$162	$455	$1,296
Climate Control - Fans & Blowers	700-1180	FAN FLOOR HIGH CFM 24IN ELEC	$69	$161	$332
Climate Control - Air Movers	700-1220	BLOWER HAZ LOC 8IN VANO 115V	$53	$137	$359
Climate Control - Air Movers	700-1230	BLOWER HAZ LOC 12IN VANO 115V	$75	$195	$535
Climate Control - Fans & Blowers	700-1240	FAN FLOOR 16-24IN HAZ LOC ELEC	$88	$161	$430
Climate Control - Fans & Blowers	700-1280	FAN MISTING OSCIL PORTABLE 100GAL ELEC	$88	$234	$581
Climate Control - Fans & Blowers	700-1290	FAN MISTING OSCIL PORTABLE 19-40GAL ELEC	$66	$180	$430
Climate Control - Fans & Blowers	700-1320	VACUUM INSULATION REMOVAL GAS	$259	$948	$2,074
Climate Control - Fans & Blowers	700-1420	BLOWER MANHOLE 8IN ELEC	$40	$147	$316
Climate Control - Fans & Blowers	700-1630	EVAP COOLER CENTRIFUGAL 3600 CFM ELEC	$30	$78	$234
Climate Control - Fans & Blowers	700-1632	EVAP COOLER CENTRIFUGAL OSCIL 9000 CFM	$154	$437	$900
Climate Control - Fans & Blowers	700-1634	EVAP COOLER CENTRIFUGAL DUCT 12500 CFM	$172	$486	$1,130
Climate Control - Fans & Blowers	700-1635	EVAP COOLER 24IN 8500 CFM ELEC	$66	$161	$469
Climate Control - Fans & Blowers	700-1640	EVAP COOLER 36IN 12500 CFM ELEC	$66	$161	$469
Climate Control - Fans & Blowers	700-1642	EVAP COOLER 36IN 12500 CFM HAZ LOC ELEC	$128	$328	$977
Climate Control - Fans & Blowers	700-1645	EVAP COOLER 48IN 22500 CFM ELEC	$71	$168	$488
Climate Control - Ozone Generators	700-1720	OZONE GENERATOR	$40	$147	$316
Climate Control - Ozone Generators	700-1723	HYDROXYL GENERATOR SMALL AREA	$47	$132	$352
Climate Control - Ozone Generators	700-1725	HYDROXYL GENERATOR LARGE AREA	$132	$401	$703
Climate Control - Ozone Generators	700-1740	UV-C LED LIGHT INDOOR USE ONLY 115V	$93	$264	$264
Climate Control - Ozone Generators	700-1742	ROLLING STAND FOR UV-C LED LIGHT	$8	$27	$59
Climate Control - Air Curtains	700-1800	AIR CURTAIN	$589	$1,284	$3,515
Climate Control - Fans & Blowers	700-2010	DUST SUPPRESSION MISTER 50FT THROW ELEC	$419	$1,143	$2,319
Climate Control - Fans & Blowers	700-2050	DUST SUPPRESSION MISTER 230FT THROW ELEC	$401	$1,230	$3,062
Climate Control - Fans & Blowers	700-2100	CONTAINMENT CART W HEPA SCRUBBER	$288	$733	$1,562
Climate Control - Air Movers	710-1220	AIRMOVER 3 DIAMETER AIR	$14	$37	$105
Climate Control - Air Movers	710-1240	AIRMOVER 6 DIAMETER AIR	$11	$27	$78
Climate Control - Air Movers	710-1260	AIRMOVER 8 DIAMETER AIR	$13	$32	$86
Climate Control - Air Movers	710-1280	AIRMOVER 10 DIAMETER AIR	$18	$43	$121
Climate Control - Air Movers	710-1320	AIRMOVER 24 DIAMETER JET FAN AIR	$83	$160	$493
Climate Control - Air Movers	710-1340	AIRMOVER 20 DIAMETER RF TYPE AIR	$63	$133	$391
Climate Control - Air Movers	710-1360	AIRMOVER 20 DIAMETER CF TYPE AIR	$63	$133	$391
Climate Control - Electric	715-0005	1.5KW STANDUP INFRARED ELECT HEATER 120V	$26	$86	$201
Climate Control - Electric	715-0010	1.6KW ELECT HEATER 110V	$18	$66	$132
Climate Control - Electric	715-0020	5-20KW VAR ELECT HEATER 1 - 4 PLUG 110V	$44	$133	$257
Climate Control - Electric	715-0025	6KW ELECT HEATER 240V 1PH	$44	$133	$257
Climate Control - Electric	715-0030	6-10KW VAR ELECT HEATER 240V 1PH	$49	$137	$278
Climate Control - Electric	715-0038	15KW ELECT HEATER 208V 3PH SALAMANDER	$58	$153	$355
Climate Control - Electric	715-0040	15KW ELECT HEATER 240V 3PH SALAMANDER	$58	$153	$355
Climate Control - Direct Fired	715-0042	15KW ELECT HEATER 240V 1PH SALAMANDER	$58	$153	$355
Climate Control - Electric	715-0045	15KW ELECT HEATER 480V 3PH SALAMANDER	$58	$153	$355
Climate Control - Electric	715-0046	18KW ELECT HEATER 208V 1PH/240V 3PH	$88	$225	$509
Climate Control - Electric	715-0050	13-20KW VAR ELECT HEATER 240V 3PH	$71	$199	$429
Climate Control - Electric	715-0060	30KW ELECT HEATER 480V 3PH	$105	$249	$605
Climate Control - Direct Fired	715-0065	40KW ELECT HEATER 480V 3PH	$127	$374	$967
Climate Control - Electric	715-0070	60KW ELECT HEATER 480V 3PH	$132	$457	$1,098
Climate Control - Electric	715-0100	200K BTU HYDRONIC HEAT EXCHANGER ELEC	$59	$171	$493
Climate Control - Electric	715-0140	3.8M BTU STAINLESS STEEL HEAT EXCHANGER	$330	$934	$2,472
Climate Control - Electric	715-0205	80K BTU HEATER 1400 CFM WALL MOUNTED	$44	$113	$245
Climate Control - Electric	715-0220	60KW ELECT INLINE HEATER 220V/460V 3PH	$219	$561	$1,355
Heaters - Electric - Electric	715-0237	150KW ELECT HEATER 480V 3PH 5IN SP NAROW	$538	$1,204	$2,893

Climate Control - Electric	715-0240	150KW IND ELECT HEATER 480V 3PH 5IN SP	$857	$1,805	$4,339
Climate Control - Direct Fired	715-0408	50K-60K BTU RADIANT HEATER DSL/KERO	$44	$125	$257
Climate Control - Direct Fired	715-0415	80K BTU DIRECT FORCED AIR HEATER LPG	$44	$125	$257
Climate Control - Direct Fired	715-0419	115K BTU DIRECT FORCED HEATER TENT LP/NG	$56	$167	$440
Climate Control - Direct Fired	715-0420	150K BTU DIRECT FORCED AIR HEAT DSL/KERO	$53	$150	$293
Climate Control - Direct Fired	715-0430	150K BTU DIRECT FORCED AIR HEATER LP	$53	$150	$293
Climate Control - Direct Fired	715-0435	110-150K BTU RADIANT HEATER DSL/KERO	$84	$236	$458
Climate Control - Direct Fired	715-0440	170K BTU DIRECT FORCED AIR HEATER LP	$66	$187	$330
Climate Control - Direct Fired	715-0445	170K BTU DIRECT FORCED AIR HEAT DSL/KERO	$66	$187	$330
Climate Control - Direct Fired	715-0450	200K BTU DIRECT FORCED AIR HEAT DSL/KERO	$75	$208	$366
Climate Control - Direct Fired	715-0460	400K BTU DIRECT FORCED AIR HEATER LPG	$97	$236	$512
Climate Control - Direct Fired	715-0462	400K BTU DIRECT FORCED AIR HEATER LPG/NG	$111	$312	$550
Climate Control - Direct Fired	715-0470	400K BTU DIRECT FORCED AIR HEAT DSL/KERO	$111	$312	$550
Climate Control - Direct Fired	715-0480	650K BTU DIRECT FORCED AIR HEAT DSL/KERO	$128	$291	$659
Climate Control - Direct Fired	715-0485	650K BTU DIRECT FORCED AIR HEAT LP/NG	$135	$308	$791
Climate Control - Direct Fired	715-0487	1M BTU DIRECT FORCED AIR HEAT LP/NG	$177	$442	$967
Climate Control - Direct Fired	715-0490	1.6M BTU DIRECT FORCED AIR HEAT LP/NGG	$191	$540	$1,282
Climate Control - Direct Fired	715-0550	1.5M BTU DIRECT FORCED AIR HEATER LPG/NG	$191	$540	$1,282
Climate Control - Direct Fired	715-0600	70K BTU INDIR FORCED AIR HEAT DSL/KERO	$20	$59	$156
Climate Control - Direct Fired	715-0605	120K BTU INDIR FORCED AIR HEAT DSL/KERO	$23	$69	$166
Climate Control - Indirect Fired	715-0610	200K BTU INDIR FORCED AIR HEAT DSL/KERO	$111	$312	$623
Climate Control - Indirect Fired	715-0615	200K BTU INDIR FORCED AIR HEATER NG	$111	$312	$623
Climate Control - Indirect Fired	715-0620	4-500K BTU INDIR FORCED AIR HEAT DSL/KER	$167	$435	$990
Climate Control - Indirect Fired	715-0622	400K BTU INDIR FORCED AIR HEAT 118G DSL	$177	$462	$1,187
Climate Control - Indirect Fired	715-0625	400K BTU INDIR TRAILER MOUNTED HEATR DSL	$557	$1,495	$4,131
Climate Control - Indirect Fired	715-0630	4-500K BTU INDR FORCED AIR HEATER LPG/NG	$158	$415	$916
Climate Control - Indirect Fired	715-0631	600K BTU INDIR FORCED AIR HEAT DSL/KERO	$158	$415	$916
Climate Control - Indirect Fired	715-0632	600K BTU INDIR FORCED AIR HEATER LPG/NG	$352	$747	$1,933
Climate Control - Indirect Fired	715-0635	700K BTU INDIR FORCED AIR HEATER LP/NG	$352	$747	$1,933
Climate Control - Indirect Fired	715-0640	750K BTU INDIR FORCED AIR HEATER LPG/NG	$352	$747	$1,933
Climate Control - Indirect Fired	715-0645	750K BTU INDIR FORCED AIR HEAT DSL/KERO	$352	$747	$1,933
Climate Control - Indirect Fired	715-0660	1M BTU INDIR FORCED AIR HEATER LP/NG	$462	$1,079	$2,539
Climate Control - Indirect Fired	715-0685	1.5M BTU INDIR FORCED AIR HEATER DSL	$486	$1,193	$2,930
Climate Control - Indirect Fired	715-0695	2M BTU INDIR FORCED AIR HEATER LP/NG	$923	$2,159	$5,394
Climate Control - Self-Contained	715-0810	800K BTU SELF CONTAINED HEATER DSL	$1,319	$2,905	$6,006
Climate Control - Direct Fired	715-0813	1.0M BTU SELF CONTAIN HEATER DSL 3.1" SP	$1,319	$2,930	$7,324
Climate Control - Self-Contained	715-0815	1.0M BTU SELF CONTAIN HEATER DSL 7.5" SP	$1,319	$2,930	$7,324
Climate Control - Self-Contained	715-0820	1.2M BTU SELF CONTAINED HEATER DSL	$1,319	$2,979	$7,812
Climate Control - Hydronic Surface	715-1010	100-200K BTU HYDRONIC SURFACE HEATER DSL	$1,319	$2,905	$5,859
Climate Control - Hydronic Surface	715-1020	200-400K BTU HYDRONIC SURFACE HEATER DSL	$1,367	$2,979	$6,250
Climate Control - Hydronic Surface	715-1030	500-630K BTU HYDRONIC SURFACE HEATER DSL	$1,450	$3,320	$7,250
Climate Control - Hydronic Surface	715-1045	860K BTU HYDRONIC AIR HEATER DSL	$1,517	$3,780	$7,617
Climate Control - Direct Fired	715-1082	1.8 BTU HYDRONIC HEAT MODULE NG TRAILER	$2,139	$5,394	$13,392
Climate Control - Flameless	715-1210	500K BTU 3500 CFM FLAMELESS HEATER DSL	$1,319	$2,905	$6,640
Climate Control - Flameless	715-1220	750K BTU 5500 CFM FLAMELESS HEATER DSL	$1,495	$3,155	$7,324
Climate Control - Flameless	715-1240	1M BTU 12IN SP FLAMELESS HEATER DSL T4F	$2,319	$5,097	$10,742
Climate Control - Portable Air Conditioners	718-1100	1 TON PORT AIR CONDITIONER 120V	$102	$242	$667
Climate Control - Air Conditioners With Heat	718-1101	1 TON PORT AIR CONDITIONER IT CUBE 115V	$102	$242	$667
Climate Control - Portable Air Conditioners	718-1102	1 TON PORT AIR CONDITIONER W/HEAT 120 V	$102	$242	$667
Climate Control - Portable Air Conditioners	718-1104	1.2 TON PORT AIR COND W HEAT 5-20P PLUG	$114	$312	$706
Climate Control - Portable Air Conditioners	718-1105	1 TON PORT AIR COND HEPA UV 5-20P PLUG	$114	$312	$706
Climate Control - Air Conditioners	718-1107	1 TON SPLIT SYSTEM AIR CONDITIONER 120V	$154	$310	$775
Climate Control - Portable Air Conditioners	718-1110	1 TON PORT AIR COND HEPA UV WATER 120V	$132	$342	$757
Climate Control - Air Conditioners	718-1112	1.4 TON PORT AIR CONDITIONER 5-20P PLUG	$114	$312	$706
Climate Control - Portable Air Conditioners	718-1115	1.5 TON PORT AIR COND WATERCOOLED 120 V	$114	$312	$706
Climate Control - Portable Air Conditioners	718-1130	2-3 TON PORT AIR CONDITION 1PH 208/230V	$176	$430	$983
Climate Control - Portable Air Conditioners	718-1145	5 TON AIR COND INDOOR 1PH 208/230V	$219	$581	$1,367
Climate Control - Portable Air Conditioners	718-1146	5 TON AIR COND INDOOR W/HEAT 1PH 208/230	$219	$581	$1,367
Climate Control - Portable Air Conditioners	718-1147	5 TON AIR COND INDOOR W/HEAT 3PH 208/230	$251	$674	$1,367
Climate Control - Air Conditioners With Heat	718-1148	5 TON AIR COND INDOOR W/HEAT 3PH 460V	$251	$674	$1,367
Climate Control - Portable Air Conditioners	718-1155	5 TON AIR CONDITIONER INDOOR 3PH 460V	$219	$581	$1,367
Climate Control - Air Conditioners	718-1156	5 TON PORT AIR COND WATCOOL 1PH 208/230V	$219	$581	$1,367
Climate Control - Air Conditioners	718-1157	5 TON PORT AIR COND WATCOOL 3PH 208/230V	$219	$581	$1,367
Climate Control - Air Conditioners	718-1158	5 TON PORT AIR COND WATERCOOLED 3PH 460V	$219	$581	$1,390
Climate Control - Portable Air Conditioners	718-1160	5 TON PORT AIR COND W/HEAT 3PH 208/230V	$219	$581	$1,367
Climate Control - Air Conditioners With Heat	718-1162	5 TON PORT AIR COND W/HEAT 1PH 208/230V	$219	$581	$1,367
Climate Control - Air Conditioners With Heat	718-1165	5 TON PORT AIR COND W/HEAT 3PH 460V	$219	$581	$1,367
Climate Control - Air Conditioners With Heat	718-1170	5 TON AIR CONDITION SKID 20KW HEAT	$219	$581	$1,367
Climate Control - Air Conditioners With Heat	718-1210	10 TON AIR CONDITION SKID 36KW HEAT	$348	$830	$2,344
Climate Control - Air Conditioners	718-1300	12 TON AIR CONDITIONER NARW 3PH 208/230V	$386	$972	$2,500
Climate Control - Air Conditioners	718-1301	12 TON PORT AIR CONDITIONER 3PH 460V	$386	$972	$2,500
Climate Control - Air Conditioners With Heat	718-1302	12 TON PORT AIR COND W/HEAT 3PH 208/230V	$386	$972	$2,500
Climate Control - Air Conditioners With Heat	718-1305	12 TON PORT AIR COND W/HEAT 3PH 230V	$386	$972	$2,500
Climate Control - Air Conditioners With Heat	718-1310	12 TON PORT AIR COND W/HEAT 3PH 460V	$386	$972	$2,500
Climate Control - Air Conditioners	718-1500	20 TON INDUSTRIAL AIR CONDITIONER	$523	$1,195	$3,164
Climate Control - Air Conditioners	718-1505	20 TON INDUSTRIAL AIR CONDITIONER NEMA7	$625	$1,428	$3,886
Climate Control - Air Conditioners	718-1520	20 TON VERT AIR CONDITION 72KW HEAT	$386	$955	$2,344

Climate Control - Air Conditioners With Heat	718-1610	25 TON AIR CONDITION SKID 72KW HEAT	$440	$1,172	$3,086
Climate Control - Air Conditioners With Heat	718-1611	25 TON AIR CONDITION SKID 72KW 575V	$440	$1,172	$3,086
Climate Control - Air Conditioners	718-1700	30 TON VERT AIR CONDITIONER	$440	$1,172	$3,086
Climate Control - Air Conditioners	718-1710	30 TON AIR CONDITION SKID 56KW HEAT 460V	$440	$1,172	$3,086
Climate Control - Chillers	718-1750	30 TON AIR COOLED CHILLER W PUMP	$492	$1,426	$4,004
Climate Control - Air Conditioners	718-1800	40 TON INDUSTRIAL AIR CONDITIONER	$586	$1,562	$4,394
Climate Control - Air Conditioners	718-1805	40 TON INDUSTRIAL AIR CONDITIONER NEMA7	$586	$1,562	$4,394
Climate Control - Air Conditioners With Heat	718-1830	40 TON HYBRID AIR COND 120KW HEAT	$586	$1,562	$4,394
Climate Control - Chillers	718-1950	50 TON CHILLED WATER AIR HANDLER	$440	$1,038	$2,930
Climate Control - Chillers	718-1960	75 TON CHILLED WATER AIR HANDLER	$330	$830	$2,340
Climate Control - Chillers	718-2050	60 TON AIR COOLED CHILLER W PUMP	$581	$1,441	$4,346
Climate Control - Air Conditioners With Heat	718-2230	70 TON HYBRID AIR COND 136KW HEAT	$1,495	$3,113	$7,519
Climate Control - Air Conditioners	718-2300	80 TON INDUSTRIAL AIR CONDITIONER	$1,495	$3,113	$7,519
Climate Control - Air Conditioners	718-2305	80 TON INDUSTRIAL AIR CONDITIONER NEMA7	$1,626	$3,320	$8,886
Climate Control - Chillers	718-2550	100 TON VERT CHILLED WATER HANDLER	$360	$884	$2,637
Climate Control - Chillers	718-2560	100 TON AIR COOLED CHILLER W PUMP	$1,143	$3,113	$7,233
Climate Control - Chillers	718-2650	120 TON CHILLED WATER AIR HANDLER	$360	$884	$2,637
Climate Control - Chillers	718-2660	140 TON VERT CHILLED WATER AIR HANDLER	$702	$1,948	$3,808
Climate Control - Chillers	718-3060	200 TON AIR COOLED CHILLER W PUMP	$1,946	$5,558	$11,566
Climate Control - Chillers	718-3065	230 TON AIR COOLED CHILLER W PUMP	$2,054	$6,211	$14,584
Climate Control - Dehumidifiers	719-1005	1200 CFM DESICCANT DEHUMIDIFIER 1PH 240V	$176	$512	$1,495
Climate Control - Dehumidifiers	719-1010	2000/1000 CFM DESICCANT DEHUMID 3PH 460V	$418	$1,038	$2,491
Climate Control - Dehumidifiers	719-1020	5000 CFM DESICCANT DEHUMID 3PH460V	$781	$1,704	$4,980
Climate Control - Dehumidifiers	719-1030	7500/5500CFM DESICCANT DEHU 3PH460VTRIFU	$781	$1,704	$4,980
Climate Control - Dehumidifiers	719-2060	DEHUMIDIFIER DESICCANT 400 CFM	$156	$362	$843
Climate Control - Dehumidifiers	719-2080	DEHUMIDIFIER DESICCANT 800-900 CFM	$233	$733	$1,953
Trucks and Trailers - DNS	719-5010	AUTO DIALER	$75	$199	$561
Bulk & Miscellaneous	779-2201	CHILLER LOOP HOSE 2X10 W/CAMLOCKS	$7	$14	$22
Bulk & Miscellaneous	779-2205	CHILLER LOOP HOSE 2X25 W/CAMLOCKS	$8	$18	$35
Bulk & Miscellaneous	779-2401	CHILLER LOOP HOSE 4"X10' W/CAMLOCKS	$10	$20	$59
Bulk & Miscellaneous	779-2405	CHILLER LOOP HOSE 4"X25' W/CAMLOCKS	$15	$30	$88
Bulk & Miscellaneous	779-2505	CHILLER LOOP HOSE 6"X25' W/CAMLOCKS	$24	$49	$147
Pump - Centrifugal Pumps	800-1020	PUMP CENTRIFUGAL 2IN GAS	$61	$145	$374
Pump - Centrifugal Pumps	800-1030	PUMP CENTRIFUGAL 3IN GAS	$84	$162	$394
Pump - Centrifugal Pumps	800-1040	PUMP CENTRIFUGAL 4IN GAS	$93	$180	$462
Pump - Trash Pumps	800-1080	PUMP TRASH 2IN GAS	$49	$182	$411
Pump - Trash Pumps	800-1090	PUMP TRASH 3IN GAS	$61	$233	$524
Pump - Trash Pumps	800-1110	PUMP TRASH 4IN GAS	$79	$299	$593
Pump - Diaphragm Pumps	800-1120	PUMP DIAPHRAGM 2IN GAS	$75	$225	$440
Pump - Diaphragm Pumps	800-1125	PUMP DIAPHRAGM 2IN AIR	$75	$225	$440
Pump - Diaphragm Pumps	800-1130	PUMP DIAPHRAGM 3IN GAS	$75	$225	$440
Pump - Diaphragm Pumps	800-1160	PUMP 6IN DOUBLED DIAPHRAGM DSL	$150	$415	$1,172
Pump - Diaphragm Pumps	800-1170	PUMP 6IN DOUBLED DIAPHRAGM SO ATT DSL	$176	$527	$1,562
Bulk & Miscellaneous	800-5005	ACCESSORY TOOL BOX CROSSBACK PICKUP	$16	$40	$84
Bulk & Miscellaneous	800-5010	ACCESSORY 100GAL DSL FUELTANK W/PUMP	$52	$91	$179
Bulk & Miscellaneous	800-5011	ACCESSORY LUMBER/LADDER RACK F/PICKUP	$18	$54	$161
Bulk & Miscellaneous	800-5310	ACCESSORY BOOM/BASKET PROTECTIVE SYSTEM	$132	$132	$132
Trench Shoring	800-7196	KIT SHORE 1.5FT 17-27	$5	$14	$40
Trench Shoring	800-7198	KIT SHORE 1.5FT 22-36	$5	$14	$40
Trench Shoring	800-7200	KIT SHORE 1.5FT 28-46	$6	$19	$49
Trench Shoring	800-7202	KIT SHORE 1.5FT 34-55	$7	$20	$58
Trench Shoring	800-7204	KIT SHORE 1.5FT 40-64	$9	$23	$66
Trench Shoring	800-7206	KIT SHORE 1.5FT 52-88	$9	$28	$75
Trench Shoring	800-7216	KIT SHORE 3.5FT 17-27	$8	$28	$75
Trench Shoring	800-7218	KIT SHORE 3.5FT 22-36	$9	$28	$84
Trench Shoring	800-7220	KIT SHORE 3.5FT 28-46	$9	$33	$88
Trench Shoring	800-7222	KIT SHORE 3.5FT 34-55	$11	$33	$97
Trench Shoring	800-7224	KIT SHORE 3.5FT 40-64	$13	$37	$105
Trench Shoring	800-7226	KIT SHORE 3.5FT 52-88	$14	$44	$123
Trench Shoring	800-7236	KIT SHORE 5FT 17-27	$9	$28	$75
Trench Shoring	800-7238	KIT SHORE 5FT 22-36	$9	$28	$84
Trench Shoring	800-7240	KIT SHORE 5FT 28-46	$10	$33	$88
Trench Shoring	800-7242	KIT SHORE 5FT 34-55	$11	$33	$97
Trench Shoring	800-7244	KIT SHORE 5FT 40-64	$13	$37	$105
Trench Shoring	800-7246	KIT SHORE 5FT 52-88	$14	$44	$123
Trench Shoring	800-7256	KIT SHORE 7FT 17-27	$9	$28	$75
Trench Shoring	800-7258	KIT SHORE 7FT 22-36	$9	$28	$84
Trench Shoring	800-7260	KIT SHORE 7FT 28-46	$10	$33	$88
Trench Shoring	800-7264	KIT SHORE 7FT 40-64	$13	$37	$105
Trench Shoring	800-7266	KIT SHORE 7FT 52-88	$15	$44	$123
Trench Shoring	800-7276	KIT SHORE 9FT 17-27	$11	$33	$97
Trench Shoring	800-7278	KIT SHORE 9FT 22-36	$13	$37	$105
Trench Shoring	800-7286	KIT SHORE 9FT 52-88	$15	$47	$132
Pump - Trash Pumps	801-1210	PUMP VAC ASSIST 4IN DSL	$190	$566	$1,395
Pump - Trash Pumps	801-1220	PUMP VAC ASSIST 4IN T4F DSL	$199	$594	$1,488
Pump - Trash Pumps	801-1230	PUMP VAC ASSIST 6IN DSL	$250	$655	$1,628
Pump - Trash Pumps	801-1240	PUMP VAC ASSIST 6IN T4F DSL	$249	$705	$1,867

Pump - Trash Pumps	801-1250	PUMP VAC ASSIST 6IN SUPER DSL	$281	$706	$1,973
Pump - Trash Pumps	801-1260	PUMP VAC ASSIST 6IN SUPER T4F DSL	$307	$769	$2,212
Pump - Trash Pumps	801-1270	PUMP VAC ASSIST 8IN DSL	$277	$703	$1,860
Pump - Trash Pumps	801-1280	PUMP VAC ASSIST 8IN SUPER DSL	$286	$826	$2,325
Pump - Trash Pumps	801-1290	PUMP VAC ASSIST 12IN DSL	$440	$1,245	$3,348
Pump - Trash Pumps	801-1300	PUMP VAC ASSIST 12IN SUPER DSL	$484	$1,453	$4,687
Pump - Trash Pumps	801-1320	PUMP VAC ASSIST 14IN DSL	$787	$2,200	$5,371
Pump - Trash Pumps	801-1330	PUMP VAC ASSIST 18IN DSL	$923	$2,532	$7,812
Pump - Trash Pumps	802-1340	PUMP VAC ASSIST SND ATT 4IN DSL	$198	$593	$1,488
Pump - Trash Pumps	802-1345	PUMP VAC ASSIST SND ATT 4IN DSL T4F	$234	$718	$1,655
Pump - Trash Pumps	802-1350	PUMP VAC ASSIST SND ATT 6IN DSL	$272	$688	$1,855
Pump - Trash Pumps	802-1355	PUMP VAC ASSIST SND ATT 6IN DSL T4F	$303	$777	$2,046
Pump - Trash Pumps	802-1360	PUMP VAC ASSIST SND ATT 8IN DSL	$308	$893	$2,402
Pump - Trash Pumps	802-1361	PUMP VAC ASSIST SND ATT 8IN DSL SKID	$308	$893	$2,402
Pump - Trash Pumps	802-1370	PUMP VAC ASSIST SND ATT 12IN DSL	$571	$1,577	$4,101
Pump - Trash Pumps	802-1371	PUMP VAC ASSIST SND ATT 12IN DSL SKID	$571	$1,577	$4,101
Pump - Trash Pumps	802-1385	PUMP VAC ASSIST SND ATT CHOP 4IN DSL	$245	$644	$1,543
Pump - Trash Pumps	802-1390	PUMP VAC ASSIST SND ATT CHOP 6IN DSL	$316	$897	$2,381
Pump - Trash Pumps	803-1400	PUMP VAC ASSIST SS 4IN DSL	$219	$674	$1,953
Pump - Trash Pumps	803-1410	PUMP VAC ASSIST SS 6IN DSL	$308	$955	$2,637
Pump - Industrial Pumps	803-1420	PUMP VAC ASSIST SS 6IN T4F DSL	$440	$1,245	$3,515
Pump - Trash Pumps	803-1430	PUMP VAC ASSIST SS 6IN SUPER DSL	$331	$984	$3,013
Pump - Trash Pumps	803-1440	PUMP VAC ASSIST SS 8IN SUPER DSL	$331	$984	$3,013
Pump - Industrial Pumps	804-1450	PUMP VAC ASSIST HIGH HEAD 4X3IN DSL	$295	$898	$2,344
Pump - Industrial Pumps	804-1460	PUMP VAC ASSIST HIGH HEAD 5X3IN DSL	$374	$1,062	$2,930
Pump - Industrial Pumps	804-1470	PUMP VAC ASSIST HIGH HEAD 6X3IN DSL	$374	$1,062	$2,930
Pump - Industrial Pumps	804-1475	PUMP VAC ASSIST HIGH HEAD 6X3IN T4F DSL	$450	$1,332	$4,297
Pump - Industrial Pumps	804-1477	PUMP VAC ASSIST HIGHHEAD 6X3IN 125HP	$374	$1,062	$2,930
Pump - Industrial Pumps	804-1480	PUMP VAC ASSIST HIGH HEAD 6X4IN DSL	$457	$1,333	$3,613
Pump - Industrial Pumps	804-1490	PUMP VAC ASSIST HIGH HEAD 6X4IN T4F DSL	$533	$1,517	$4,492
Pump - Industrial Pumps	804-1520	PUMP VAC ASSIST HIGH HEAD 8X6IN DSL	$747	$2,085	$5,273
Pump - Industrial Pumps	804-1530	PUMP VAC ASSIST HHEAD VN PRI 10X6IN DSL	$374	$1,302	$3,860
Pump - Industrial Pumps	804-1540	PUMP VAC ASSIST HIGH HEAD 10X8IN DSL	$875	$2,491	$7,226
Pump - Industrial Pumps	804-1550	PUMP VAC ASSIST MEDIUM HEAD 10X8IN DSL	$527	$1,868	$3,953
Pump - Industrial Pumps	804-1560	PUMP VAC ASSIST SS HIGH HEAD 6X3IN DSL	$527	$1,495	$4,004
Pump - Industrial Pumps	804-1570	PUMP VAC ASSIST SS HIGH HEAD 10X8IN DSL	$733	$2,139	$6,231
Pump - Industrial Pumps	804-1590	PUMP VAC ASSIST HHEAD 600HP 8X6IN DSL	$967	$2,491	$7,031
Pump - Industrial Pumps	804-1600	PUMP VAC ASSIST HHEAD 600HP 10X8IN DSL	$1,055	$2,862	$7,714
Pump - Trash Pumps	804-1700	PUMP VAC ASSIST TRASH 6IN T4F DSL	$255	$703	$1,813
Pump - Industrial Pumps	805-1620	PUMP TRASH 6IN TOWABLE DSL	$307	$940	$2,883
Pump - Wellpoint Pumps	806-1650	PUMP WELL POINT PISTON SO ATTN 6IN DSL	$186	$527	$1,582
Pump - Wellpoint Pumps	806-1670	PUMP WELL POINT ROTARY SO ATTN 6IN DSL	$198	$577	$1,637
Pump - Wellpoint Pumps	806-1675	PUMP WELL POINT ROTARY 8IN DSL	$219	$640	$1,871
Pump - Wellpoint Pumps	806-1680	PUMP WELL POINT ROTARY SO ATTN 8IN DSL	$219	$640	$1,871
Pump - Wellpoint Pumps	806-1690	PUMP WELL POINT ROTARY 12IN DSL	$264	$762	$2,063
Pump - Diaphragm Pumps	807-1710	PUMP DIAPHRAGM 4IN DSL	$111	$323	$781
Pump - Trash Pumps	808-1720	PUMP TRASH 2IN ELEC	$172	$492	$1,402
Pump - Trash Pumps	808-1750	PUMP VAC ASSIST 4IN ELEC	$111	$291	$879
Pump - Trash Pumps	808-1770	PUMP VAC ASSIST 6IN ELEC	$255	$679	$1,660
Pump - Trash Pumps	808-1780	PUMP VAC ASSIST 8IN ELEC	$308	$893	$2,441
Pump - Industrial Pumps	808-1800	PUMP VAC ASSIST HIGH HEAD 6X3IN ELEC	$488	$1,416	$4,004
Pump - Submersible Pumps	809-1860	PUMP SUBMERSIBLE 2IN ELEC	$53	$150	$363
Pump - Submersible Pumps	809-1865	PUMP SUBMERSIBLE 2IN LOW LEVEL ELEC	$53	$150	$363
Pump - Submersible Pumps	809-1870	PUMP SUBMERSIBLE SEWAGE 1HP 2IN ELEC	$61	$186	$421
Pump - Submersible Pumps	809-1880	PUMP SUBMERSIBLE 3IN ELEC	$78	$179	$421
Pump - Submersible Pumps	809-1890	PUMP SUBMERSIBLE 3HP 3IN ELEC	$78	$179	$421
Pump - Submersible Pumps	809-1900	PUMP SUBMERSIBLE HV 1HP 3PH 2IN ELEC	$32	$79	$219
Pump - Submersible Pumps	809-1910	PUMP SUBMERSIBLE 2HP 3PH 460V 2IN ELEC	$40	$103	$274
Pump - Submersible Pumps	809-1930	PUMP SUBMERSIBLE HHEAD 4HP 3PH 2IN ELEC	$102	$249	$659
Pump - Submersible Pumps	809-1940	PUMP SUBMERSIBLE SEWAGE CUT 15HP 3IN ELE	$61	$182	$484
Pump - Submersible Pumps	809-1980	PUMP SUBMERSIBLE HIGH HEAD 6HP 3IN ELEC	$101	$312	$728
Pump - Submersible Pumps	809-2020	PUMP SUBMERSIBLE HV 5HP 3PH 3IN ELEC	$71	$195	$512
Pump - Submersible Pumps	809-2030	PUMP SUBMERSIBLE SEWAGE 3HP 3PH 4IN ELEC	$79	$219	$567
Pump - Submersible Pumps	809-2040	PUMP SUBMERSIBLE SEWAGE CUT 5HP 4IN ELEC	$112	$312	$843
Pump - Submersible Pumps	809-2050	PUMP SUBMERSIBLE SEWAGE 10HP 4IN ELEC	$132	$374	$1,000
Pump - Submersible Pumps	809-2060	PUMP SUBMERSIBLE HIGH HEAD 15HP 4IN ELEC	$163	$428	$1,095
Pump - Submersible Pumps	809-2070	PUMP SUBMERSIBLE SEW CUT 20HP 4IN ELEC	$186	$498	$1,319
Pump - Submersible Pumps	809-2120	PUMP SUBMERSIBLE 4IN ELEC	$111	$270	$678
Pump - Submersible Pumps	809-2150	PUMP SUBMERSIBLE SEW 10HP 3PH 6IN ELEC	$193	$548	$1,450
Pump - Submersible Pumps	809-2170	PUMP SUBMERSIBLE HV 10HP 3PH 6IN ELEC	$144	$419	$1,256
Pump - Submersible Pumps	809-2190	PUMP SUBMERSIBLE HV 15HP 3PH 6IN ELEC	$163	$488	$1,395
Pump - Submersible Pumps	809-2200	PUMP SUBMERSIBLE HV 20HP 3PH 6IN ELEC	$186	$530	$1,562
Pump - Submersible Pumps	809-2220	PUMP SUBMERSIBLE 6IN ELEC	$198	$477	$1,172
Pump - Submersible Pumps	809-2230	PUMP SUBMERSIBLE 8IN ELEC	$395	$872	$2,124
Pump - Submersible Pumps	809-2240	PUMP SUBMERSIBLE 10IN ELEC	$440	$1,245	$3,296
Pump - Diaphragm Pumps	810-1110	PUMP DOUBLED 2 IN AIR	$101	$291	$550
Pump - Diaphragm Pumps	810-1120	PUMP DOUBLED 3 IN AIR	$101	$291	$550

Pump - Submersible Pumps	811-2270	PUMP SUBMERSIBLE SS 4IN HYD	$97	$225	$728
Pump - Submersible Pumps	811-2280	PUMP SUBMERSIBLE 4IN HYD	$97	$225	$728
Pump - Submersible Pumps	811-2300	PUMP SUBMERSIBLE SS 6IN HYD	$105	$308	$879
Pump - Submersible Pumps	811-2310	PUMP SUBMERSIBLE 6IN HYD	$105	$308	$879
Pump - Submersible Pumps	811-2320	PUMP SUBMERSIBLE 8IN HYD	$111	$308	$879
Pump - Submersible Pumps	811-2330	PUMP SUBMERSIBLE SS 12IN HYD	$132	$352	$949
Pump - Submersible Pumps	811-2340	PUMP SUBMERSIBLE 12IN HYD	$126	$352	$949
Pump - Diaphragm Pumps	812-2355	PUMP DIAPHRAGM 1IN	$75	$182	$498
Pump - Diaphragm Pumps	812-2360	PUMP DIAPHRAGM POLYPROPYLENE 1IN	$61	$141	$410
Pump - Diaphragm Pumps	812-2370	PUMP DIAPHRAGM ALUM/CAST IRON 1IN	$44	$125	$312
Pump - Diaphragm Pumps	812-2390	PUMP DIAPHRAGM POLYPROPYLENE 2IN	$172	$490	$879
Pump - Diaphragm Pumps	812-2400	PUMP DIAPHRAGM SS 2IN	$172	$490	$879
Pump - Diaphragm Pumps	812-2410	PUMP DIAPHRAGM ALUMINUM 2IN	$71	$187	$330
Pump - Diaphragm Pumps	812-2415	PUMP DIAPHRAGM 3IN	$84	$225	$512
Pump - Diaphragm Pumps	812-2440	PUMP DIAPHRAGM SS 3IN	$193	$602	$1,172
Pump - Diaphragm Pumps	812-2450	PUMP DIAPHRAGM ALUMINUM 3IN	$84	$225	$512
Pump - Booster Pumps	813-2470	PUMP BOOSTER 15HP 2IN ELEC	$123	$352	$934
Pump - Booster Pumps	813-2510	PUMP BOOSTER 30HP 3IN ELEC	$158	$435	$1,098
Pump - Booster Pumps	813-2520	PUMP BOOSTER 4IN ELEC	$219	$558	$1,465
Pump - Booster Pumps	813-2550	PUMP BOOSTER 5HP ELEC	$84	$229	$582
Pump - Hydraulic Power Unit Pumps	814-1000	PUMP HYDRAULIC 10000 PSI FOR TOOLS AIR	$111	$424	$1,065
Pump - Hydraulic Power Unit Pumps	814-1002	PUMP HYDRAULIC 10000 PSI FOR TOOLS ELEC	$111	$424	$1,065
Pump - Hydraulic Power Unit Pumps	814-1005	PUMP HYDRAULIC SPLIT FLOW FOR LIFTING	$111	$332	$1,163
Pump - Hydraulic Power Unit Pumps	814-2610	POWER UNIT 10-14 HP HYD	$117	$435	$1,191
Pump - Hydraulic Power Unit Pumps	814-2620	POWER UNIT 15-20HP HYD	$167	$457	$1,406
Pump - Hydraulic Power Unit Pumps	814-2630	POWER UNIT 65HP HYD	$278	$664	$2,031
Pump - Hydraulic Power Unit Pumps	814-2633	POWER UNIT 68HP T4F HYD	$286	$747	$2,344
Pump - Hydraulic Power Unit Pumps	814-2640	POWER UNIT 162HP HYD	$302	$837	$2,790
Pump - Flow Meters	816-2682	PUMP FLOWMETER 12IN	$71	$199	$540
Pump - Flow Meters	816-2710	PUMP FLOWMETER 4IN	$35	$109	$325
Pump - Flow Meters	816-2720	PUMP FLOWMETER 6IN	$44	$125	$374
Pump - Flow Meters	816-2740	FLOW METER	$47	$140	$419
Pump - Splat Systems	819-2850	HOSE ROAD CROSSING RAMP	$111	$286	$747
Pump - Road Crossings	820-2870	ROAD CROSSING PUMP DIVISION 12IN	$97	$187	$623
Pump - Road Crossings	820-2880	ROAD CROSSING PUMP DIVISION 8IN	$84	$166	$540
Pump - Road Crossings	820-2890	ROAD CROSSING PUMP DIVISION DB WIDE 12IN	$119	$374	$1,050
Pump - Road Crossings	820-2900	ROAD CROSSING PUMP DIVISION 6IN	$66	$141	$512
Pump - Steel Pontoons	821-2920	PONTOON FLOAT SUBMERSIBLE STEEL 12IN	$53	$103	$208
Bulk & Miscellaneous	821-2923	TANK BUFFER 500 GAL	$133	$398	$1,130
Pump - DNS	821-2970	PUMP SEALED PRIME HIGH HEAD 5X4 DSL	$571	$1,702	$4,687
Pump - DNS	821-2990	VFD PANEL 5HP	$79	$216	$593
Pump - DNS	821-3020	FUSION MACHINE 2 - 8 IN	$233	$616	$1,855
Pump - DNS	821-3055	PUMP MONITOR KIT MODEM W/SOLAR PANELS	$47	$89	$184
Bulk & Miscellaneous	902-1100	POINT F/TE-S DEMO HAMMER	$7	$20	$61
Bulk & Miscellaneous	902-1105	NARROW CHISEL F/TE-S DEMO HAMMER	$7	$20	$61
Bulk & Miscellaneous	902-1110	WIDE CHISEL F/TE-S DEMO HAMMER	$8	$26	$77
Bulk & Miscellaneous	902-1140	FLEX BLADE HOLDER F/TE-S HAMMER	$22	$65	$194
Bulk & Miscellaneous	902-5100	POINT F/BREAKER 1 SHANK	$7	$20	$60
Bulk & Miscellaneous	902-5105	NARROW CHISEL F/BREAKER 1 SHANK	$7	$20	$60
Bulk & Miscellaneous	902-5110	WIDE CHISEL F/BREAKER 1 SHANK	$8	$25	$76
Bulk & Miscellaneous	902-5125	CLAY SPADE F/BREAKER 1 SHANK	$8	$26	$77
Bulk & Miscellaneous	902-5200	POINT F/BREAKER 1-1/8 SHANK	$8	$25	$76
Bulk & Miscellaneous	902-5205	NARROW CHISEL F/BREAKER 1-1/8 SHANK	$8	$25	$76
Bulk & Miscellaneous	902-5210	WIDE CHISEL F/BREAKER 1-1/8 SHANK	$8	$25	$76
Bulk & Miscellaneous	902-5215	ASPHALT CUTTER F/BREAKER 1-1/8 SHANK	$11	$32	$92
Bulk & Miscellaneous	902-5225	CLAY SPADE F/BREAKER 1-1/8 SHANK	$11	$32	$93
Bulk & Miscellaneous	902-5300	POINT F/BREAKER 1-1/4 SHANK	$8	$25	$76
Bulk & Miscellaneous	902-5305	NARROW CHISEL F/BREAKER 1-1/4 SHANK	$8	$25	$76
Bulk & Miscellaneous	902-5400	MOIL POINT F/RCRS CHIPPER	$7	$20	$60
Bulk & Miscellaneous	902-5405	NARROW CHISEL F/RCRS CHIPPER	$7	$20	$60
Bulk & Miscellaneous	902-5430	BUSHING TOOL F/RCRS CHIPPER	$14	$41	$122
Bulk & Miscellaneous	902-5505	NARROW CHISEL F/OCRS CHIPPER	$7	$21	$63
Bulk & Miscellaneous	902-5850	POINT F/JUMBO RIVET BUSTER	$7	$20	$61
Bulk & Miscellaneous	902-5855	CHISEL F/JUMBO RIVET BUSTER	$7	$20	$61
Bulk & Miscellaneous	902-6100	EACH CARBIDE SLIDE ON STRIPSERT LT	$18	$52	$153
Bulk & Miscellaneous	902-6102	EACH CARBIDE SLIDE ON STRIPSERT RT	$18	$52	$153
Bulk & Miscellaneous	902-6135	EACH DYMADOT DBL GRIND DOT PAD GRY 30GR	$18	$51	$153
Bulk & Miscellaneous	902-6170	EACH DYMASEG GRIND SEG GRY 18GR	$18	$51	$153
Bulk & Miscellaneous	902-6229	DIAMOND INSERTS F/FLOOR GRINDER	$122	$293	$733
Bulk & Miscellaneous	902-6243	CARBIDE GRINDING HEAD 17	$76	$229	$687
Bulk & Miscellaneous	902-6500	PRESSURE WASHER HOSE 3/8X50	$4	$12	$33
Bulk & Miscellaneous	902-6508	TELESCOPING WASHER WAND TO 12 FT	$20	$54	$156
Bulk & Miscellaneous	902-6517	COLD WATER PRESSURE WASHER GUN / WAND	$5	$16	$47
Bulk & Miscellaneous	902-6533	ROTARY SURFACE CLEANER 18-20 W/O WHLS	$32	$91	$269
Bulk & Miscellaneous	903-1000	DIAMOND HI SPD BLADE CONCRETE 12-16	$22	$64	$193
Bulk & Miscellaneous	903-1010	DIAMOND HI SPD BLADE ASPHALT 12-16	$22	$64	$193
Bulk & Miscellaneous	903-1050	DIAMOND ROAD SAW BLD CONCRETE 14-16	$49	$145	$435

Bulk & Miscellaneous	903-1060	DIAMOND ROAD SAW BLD ASPHALT 14-16	$49	$144	$427
Bulk & Miscellaneous	903-1070	DIAMOND ROAD SAW BLD CONCRETE 18-22	$86	$259	$767
Bulk & Miscellaneous	903-1080	DIAMOND ROAD SAW BLD ASPHALT 18-22	$86	$259	$767
Bulk & Miscellaneous	903-1090	DIAMOND ROAD SAW BLD CONCRETE 24-28	$132	$391	$1,156
Bulk & Miscellaneous	903-1100	DIAMOND ROAD SAW BLD ASPHALT 24-28	$132	$395	$1,187
Bulk & Miscellaneous	903-1110	DIAMOND ROAD SAW BLD CONCRETE 30-36	$179	$528	$1,555
Bulk & Miscellaneous	903-1120	DIAMOND ROAD SAW BLD ASPHALT 30-36	$179	$528	$1,555
Bulk & Miscellaneous	903-2070	DIAMOND CORE BIT 2	$22	$65	$193
Bulk & Miscellaneous	903-2080	DIAMOND CORE BIT 2-1/2	$22	$65	$193
Bulk & Miscellaneous	903-2085	DIAMOND CORE BIT 3	$26	$79	$233
Bulk & Miscellaneous	903-2090	DIAMOND CORE BIT 3-1/2	$27	$79	$233
Bulk & Miscellaneous	903-2095	DIAMOND CORE BIT 4	$32	$93	$272
Bulk & Miscellaneous	903-2100	DIAMOND CORE BIT 4-1/2	$33	$94	$273
Bulk & Miscellaneous	903-2110	DIAMOND CORE BIT 5	$36	$106	$312
Bulk & Miscellaneous	903-2125	DIAMOND CORE BIT 6	$54	$158	$465
Bulk & Miscellaneous	903-2150	DIAMOND CORE BIT 8	$85	$249	$736
Bulk & Miscellaneous	903-2170	DIAMOND CORE BIT 10	$114	$339	$1,001
Bulk & Miscellaneous	903-2180	DIAMOND CORE BIT 12	$157	$467	$1,384
Bulk & Miscellaneous	904-0010	SKIDSTEER AUGER EXTENSION 24	$20	$61	$173
Bulk & Miscellaneous	904-0020	SKIDSTEER AUGER EXTENSION 36	$20	$77	$237
Bulk & Miscellaneous	904-0030	SKIDSTEER AUGER EXTENSION 48	$22	$80	$222
Bulk & Miscellaneous	904-1015	SKIDSTEER AUGER BIT 6	$33	$111	$272
Bulk & Miscellaneous	904-1025	SKIDSTEER AUGER BIT 9	$30	$105	$230
Bulk & Miscellaneous	904-1035	SKIDSTEER AUGER BIT 12	$34	$123	$257
Bulk & Miscellaneous	904-1050	SKIDSTEER AUGER BIT 16	$25	$82	$213
Bulk & Miscellaneous	904-1055	SKIDSTEER AUGER BIT 18	$38	$137	$286
Bulk & Miscellaneous	904-1065	SKIDSTEER AUGER BIT 24	$44	$140	$329
Bulk & Miscellaneous	904-1070	SKIDSTEER AUGER BIT 30	$50	$163	$374
Bulk & Miscellaneous	904-1075	SKIDSTEER AUGER BIT 36	$62	$196	$466
Bulk & Miscellaneous	911-3325	JOHNSON BAR WHEELED PRY	$15	$39	$98
Bulk & Miscellaneous	911-4631	PIPE MOUNTING CLAMP F/HACKSAW 4-12 PIPE	$37	$145	$562
Bulk & Miscellaneous	911-6600	PUSH/PULL LAWN ROLLER 24	$17	$37	$75
Bulk & Miscellaneous	911-8188	MANUAL REBAR CUTTER / BENDER 5/8 CAP	$26	$79	$237
Bulk & Miscellaneous	912-0200	UNIV DIE HEAD F/535 & 300 1/8-2 RH NPT	$11	$32	$95
Bulk & Miscellaneous	912-1500	ADJ PIPE STAND W/ V-HEAD	$10	$34	$108
Bulk & Miscellaneous	912-1510	PIPE DOLLY GRASSHOPPER	$52	$133	$352
Bulk & Miscellaneous	912-1520	TRISTAND PIPE VISE	$18	$53	$158
Bulk & Miscellaneous	912-3110	CABLE ROLLER FOR RIGTIGHT SYSTEM	$5	$11	$27
Bulk & Miscellaneous	912-3200	STRAIGHT CABLE ROLLER F/12-18 TRAY	$3	$8	$20
Bulk & Miscellaneous	912-3202	STRAIGHT CABLE ROLLER F/20-24 TRAY	$3	$8	$20
Bulk & Miscellaneous	912-3204	STRAIGHT CABLE ROLLER F/24-30 TRAY	$13	$27	$59
Bulk & Miscellaneous	912-3206	STRAIGHT CABLE ROLLER F/30-36 TRAY	$13	$27	$59
Bulk & Miscellaneous	912-3212	RADIUS CABLE ROLLER F/20-24 TRAY	$3	$8	$20
Bulk & Miscellaneous	912-3214	RADIUS CABLE ROLLER F/24-30 TRAY	$13	$27	$59
Bulk & Miscellaneous	912-3232	CONVEYOR PULLING SHEAVE W/8 ROLLERS 36	$27	$84	$252
Bulk & Miscellaneous	912-3234	CONVEYOR PULLING SHEAVE W/10 ROLLER 48	$18	$57	$171
Bulk & Miscellaneous	912-3246	TRAY SHEAVE 658 STYLE 12IN	$7	$22	$66
Bulk & Miscellaneous	912-3248	TRIPLE SHEAVE CABLE GUIDE WITH HOOK	$21	$44	$132
Bulk & Miscellaneous	912-4000	SKY WELDER, 280A	$66	$145	$351
Bulk & Miscellaneous	912-4500	WELDING CABLE EXTENSION 1/0X50	$15	$33	$73
Bulk & Miscellaneous	912-4503	WELDING CABLE EXTENSION 1/0X100	$32	$84	$163
Bulk & Miscellaneous	912-4506	WELDING CABLE W/ GROUND CLAMP 1/0X50	$12	$27	$61
Bulk & Miscellaneous	912-4509	WELDING CABLE W/ GROUND CLAMP 1/0X100	$21	$47	$110
Bulk & Miscellaneous	912-4530	WELDING CABLE EXTENSION 2/0X50	$14	$30	$66
Bulk & Miscellaneous	912-4533	WELDING CABLE EXTENSION 2/0X100	$20	$51	$111
Bulk & Miscellaneous	912-4536	WELDING CABLE W/ GROUND CLAMP 2/0X50	$14	$30	$63
Bulk & Miscellaneous	912-4542	WELDING CABLE WHIP W/GRND CLAMP 2/0	$10	$18	$34
Bulk & Miscellaneous	912-4545	WELDING CABLE W/ ROD HOLDER 2/0X50	$14	$30	$64
Bulk & Miscellaneous	912-4551	WELDING CABLE WHIP W/ROD HLDR 2/0	$13	$23	$45
Bulk & Miscellaneous	912-4604	REMOTE OUTPUT CONTROL 14 PIN X 100	$20	$41	$80
Bulk & Miscellaneous	912-4658	WELDER INVERTER CST RACK F/8 PACK	$26	$66	$172
Bulk & Miscellaneous	912-5254	MANUAL FLANGE SPREADER 150# 2-20	$10	$24	$69
Bulk & Miscellaneous	913-1006	CONTAINMENT BERM 4X4	$15	$34	$98
Bulk & Miscellaneous	913-1012	CONTAINMENT BERM 6X6	$39	$98	$269
Bulk & Miscellaneous	913-1015	CONTAINMENT BERM 6X8	$39	$98	$269
Bulk & Miscellaneous	913-1016	CONTAINMENT BERM 6X10	$39	$98	$269
Bulk & Miscellaneous	913-1018	CONTAINMENT BERM 6X14	$39	$98	$269
Bulk & Miscellaneous	913-1021	CONTAINMENT BERM 7X11	$39	$98	$269
Bulk & Miscellaneous	913-1022	CONTAINMENT BERM 7X14	$39	$98	$269
Bulk & Miscellaneous	913-1024	CONTAINMENT BERM 8X8	$44	$108	$293
Bulk & Miscellaneous	913-1027	CONTAINMENT BERM 8X10	$44	$108	$293
Bulk & Miscellaneous	913-1030	CONTAINMENT BERM 8X12	$44	$108	$293
Bulk & Miscellaneous	913-1031	CONTAINMENT BERM 8X14	$44	$108	$293
Bulk & Miscellaneous	913-1033	CONTAINMENT BERM 8X16	$44	$108	$293
Bulk & Miscellaneous	913-1036	CONTAINMENT BERM 9X12	$44	$108	$293
Bulk & Miscellaneous	913-1037	CONTAINMENT BERM 9X18	$44	$108	$293
Bulk & Miscellaneous	913-1039	CONTAINMENT BERM 10X10	$63	$161	$440

Bulk & Miscellaneous	913-1045	CONTAINMENT BERM 10X14	$63	$161	$440
Bulk & Miscellaneous	913-1048	CONTAINMENT BERM 10X20	$63	$161	$440
Bulk & Miscellaneous	913-1051	CONTAINMENT BERM 12X12	$63	$161	$440
Bulk & Miscellaneous	913-1054	CONTAINMENT BERM 12X16	$63	$161	$440
Bulk & Miscellaneous	913-1057	CONTAINMENT BERM 12X20	$88	$215	$586
Bulk & Miscellaneous	913-1060	CONTAINMENT BERM 12X25	$88	$215	$586
Bulk & Miscellaneous	913-1065	CONTAINMENT BERM 12X36	$108	$273	$733
Bulk & Miscellaneous	913-1068	CONTAINMENT BERM 12X50	$108	$273	$733
Bulk & Miscellaneous	913-1508	DIESEL EXHST SCRUBBER 91HP AND ABOVE	$70	$178	$379
Bulk & Miscellaneous	913-2208	TRUCK TOOLBOX FUEL TANK COMBO 70-100 GAL	$86	$95	$111
Power Generation - Fuel Tanks	913-2236	FUEL TANK 500 GALLON	$85	$231	$676
Bulk & Miscellaneous	913-2250	PROPANE TANK 5 GAL/20#	$13	$31	$65
Bulk & Miscellaneous	913-2252	PROPANE TANK 7 GAL/30#	$15	$34	$63
Bulk & Miscellaneous	913-2254	FORKLIFT PROPANE TANK 8 GAL/33#	$13	$38	$78
Bulk & Miscellaneous	913-2256	PROPANE TANK 10 GAL/40#	$18	$43	$86
Bulk & Miscellaneous	913-2260	PROPANE TANK 25 GAL/100#	$13	$43	$86
Bulk & Miscellaneous	913-2512	WORKSTATION PORTABLE	$24	$110	$313
Bulk & Miscellaneous	913-2550	TRUCK ACCESSORY/UTILITY RACK	$22	$47	$113
Bulk & Miscellaneous	913-2560	PICK UP TRUCK TONNEAU COVER	$27	$53	$125
Bulk & Miscellaneous	913-2630	HOSE & PIPE STORAGE RACK	$18	$40	$96
Bulk & Miscellaneous	913-2700	GPS EQUIPPED BASIC SERVICE	$19	$28	$85
Bulk & Miscellaneous	913-2720	PUMP MONITOR KIT: MODEM/SOLAR PANL	$45	$89	$184
Bulk & Miscellaneous	913-3052	SAFETY HARNESS & LANYARD KIT	$21	$43	$120
Bulk & Miscellaneous	913-3060	ZIP WALL PACKAGE 4X12 POLES/2 ZIPPER	$20	$34	$69
Bulk & Miscellaneous	913-3070	EYEWASH STATION	$40	$119	$348
Bulk & Miscellaneous	913-3332	SIGN SHOULDER WORK AHEAD 48X48 REF	$10	$33	$88
Bulk & Miscellaneous	913-3415	TRAFFIC SIGN ROAD WORK AHEAD	$19	$54	$109
Bulk & Miscellaneous	913-3416	SIGN ROAD WORK AHEAD 48X48 REF	$10	$33	$88
Bulk & Miscellaneous	913-3425	SIGN END ROAD WORK 48X48 REF	$10	$33	$88
Bulk & Miscellaneous	913-3478	TRAFFIC SIGN SIDEWALK CLOSED	$21	$64	$128
Bulk & Miscellaneous	913-3497	SIGN BE PREPARED TO STOP 48X48 REF	$10	$30	$84
Bulk & Miscellaneous	913-3502	TRAFFIC SIGN STOP/SLOW PADDLE	$8	$15	$26
Bulk & Miscellaneous	913-3553	TRAFFIC SIGN STAND	$5	$8	$18
Bulk & Miscellaneous	913-3562	TRAFFIC SIGN OVERLAY LEFT	$2	$4	$5
Bulk & Miscellaneous	913-3703	REFL TRAFFIC BARRICADE W/O FLASHER 24	$7	$16	$33
Bulk & Miscellaneous	913-3704	REFL TRAFFIC BARRICADE W/FLASHER 24	$11	$19	$37
Bulk & Miscellaneous	913-3712	REFL TRAFFIC DELINEATOR W/BASE 42	$5	$11	$21
Bulk & Miscellaneous	913-3721	FLASHING BARRICADE LIGHT	$8	$20	$37
Bulk & Miscellaneous	913-3747	TRAFFIC CONE	$4	$8	$18
Bulk & Miscellaneous	913-3760	WATER FILLED TRAFFIC BARRICADE ORANGE	$22	$45	$113
Bulk & Miscellaneous	913-3762	WATER FILLED TRAFFIC BARRICADE WHITE	$11	$32	$91
Bulk & Miscellaneous	913-3766	WATER/CABLE TRAFFIC TL1/TL2 BARRICADE OR	$22	$45	$113
Bulk & Miscellaneous	913-3767	WATER/CABLE TRAFFIC TL1/TL2 BARRICADE WH	$24	$54	$156
Bulk & Miscellaneous	913-3770	PEDESTRIAN BARRICADE ADA ORG 72X38	$10	$24	$78
Bulk & Miscellaneous	913-3771	PEDESTRIAN BARRICADE ADA WHT 72X38	$10	$24	$78
Bulk & Miscellaneous	913-3780	WATER BARRICADE FENCE PANEL 4X6	$5	$20	$49
Bulk & Miscellaneous	913-3782	WATER BARRICADE SINGLE GATE 6X6 COMPLETE	$10	$24	$69
Bulk & Miscellaneous	913-3830	CROWD CONTROL BARRICADE 48X8	$10	$22	$66
Bulk & Miscellaneous	913-3860	NOISE REDUCTION WALL PANEL 81X52IN	$10	$20	$54
Bulk & Miscellaneous	913-4004	COMBINATION HITCH PINTLE & 2 BALL	$13	$36	$75
Bulk & Miscellaneous	913-4006	COMBINATION HITCH PINTLE & 2-5/16 BALL	$13	$30	$75
Bulk & Miscellaneous	913-4106	TIE DOWN BINDER CHAIN G7 3/8 10-16	$10	$23	$56
Bulk & Miscellaneous	913-4110	TIE DOWN BINDER CHAIN G7 3/8X20	$7	$15	$26
Bulk & Miscellaneous	913-4122	RATCHET LOAD BINDER F/3/8-1/2 CHAIN	$8	$19	$37
Bulk & Miscellaneous	913-4502	ROAD PLATE 5X8	$103	$206	$618
Bulk & Miscellaneous	913-4504	ROAD PLATE 5X10	$51	$133	$354
Bulk & Miscellaneous	913-4508	ROAD PLATE 8X10	$45	$127	$356
Bulk & Miscellaneous	913-4516	ROAD PLATE 8X20	$99	$246	$681
Bulk & Miscellaneous	913-5130	LED AREA LIGHT W/TRIPOD	$40	$121	$365
Bulk & Miscellaneous	913-5134	LED WORK LIGHT W/TRIPOD DUAL LAMP	$40	$79	$163
Bulk & Miscellaneous	913-5210	TEMPORARY LIGHT STRING 50	$12	$30	$73
Bulk & Miscellaneous	913-5212	TEMPORARY LIGHT STRING 100	$25	$76	$162
Bulk & Miscellaneous	913-6005	TEMPORARY WALL MOBILITY CART	$59	$59	$117
Bulk & Miscellaneous	913-6010	TEMPORARY WALL RIGHT SIDE INTERFACE	$33	$33	$66
Bulk & Miscellaneous	913-6015	TEMPORARY WALL LEFT SIDE INTERFACE	$33	$33	$66
Bulk & Miscellaneous	913-6020	TEMPORARY WALL FLEXIBLE CORNER	$25	$25	$52
Bulk & Miscellaneous	913-6025	TEMPORARY WALL FILLER PANEL KIT	$19	$19	$37
Bulk & Miscellaneous	913-6035	HINGED DOOR MODULE 42 IN	$183	$183	$365
Bulk & Miscellaneous	913-6050	TEMPORARY WALL MODULE 12 IN	$59	$59	$117
Bulk & Miscellaneous	913-6055	TEMPORARY WALL MODULE 18 IN	$66	$66	$132
Bulk & Miscellaneous	913-6060	TEMPORARY WALL MODULE 24 IN	$73	$73	$147
Bulk & Miscellaneous	913-6065	TEMPORARY WALL MODULE 32 IN	$77	$77	$154
Bulk & Miscellaneous	913-6070	TEMPORARY WALL MODULE 42 IN	$88	$88	$176
Bulk & Miscellaneous	913-6075	SINGLE ROOM PRESSURE MONITOR	$102	$102	$204
Bulk & Miscellaneous	913-6080	NEGATIVE AIR MGMT PANEL 24 IN	$96	$96	$191
Bulk & Miscellaneous	920-1003	INCREASER / REDUCER 3X2	$7	$14	$33
Bulk & Miscellaneous	920-1009	INCREASER / REDUCER 4X3	$10	$22	$61

Bulk & Miscellaneous	920-1024	INCREASER / REDUCER 6X3	$17	$47	$140
Bulk & Miscellaneous	920-1027	INCREASER / REDUCER 6X4	$19	$55	$161
Bulk & Miscellaneous	920-1039	INCREASER / REDUCER 8X6	$22	$25	$31
Bulk & Miscellaneous	920-1054	INCREASER / REDUCER 10X8	$19	$54	$150
Bulk & Miscellaneous	920-1066	INCREASER / REDUCER 12X6	$56	$61	$183
Bulk & Miscellaneous	920-1069	INCREASER / REDUCER 12X8	$23	$69	$204
Bulk & Miscellaneous	920-1072	INCREASER / REDUCER 12X10	$23	$67	$203
Bulk & Miscellaneous	920-1095	INCREASER / REDUCER 14X12	$7	$23	$69
Bulk & Miscellaneous	920-1115	INCREASER / REDUCER 16X12	$40	$116	$334
Bulk & Miscellaneous	920-1130	INCREASER / REDUCER 18X12	$18	$36	$104
Bulk & Miscellaneous	920-1159	INCREASER / REDUCER 20X18	$33	$96	$285
Bulk & Miscellaneous	920-2018	PIPE 90 DEG ELL 4 IN BY VARIOUS OUTPUT	$6	$11	$25
Bulk & Miscellaneous	920-2024	PIPE 90 DEG ELL 6 IN BY VARIOUS OUTPUT	$10	$18	$41
Bulk & Miscellaneous	920-2028	PIPE 45 DEG ELL 8 IN BY VARIOUS OUTPUT	$25	$26	$28
Bulk & Miscellaneous	920-2030	PIPE 90 DEG ELL 8 IN BY VARIOUS OUTPUT	$24	$42	$96
Bulk & Miscellaneous	920-2036	PIPE 90 DEG ELL 10 IN BY VARIOUS OUTPUT	$22	$63	$189
Bulk & Miscellaneous	920-2040	PIPE 45 DEG ELL 12 IN BY VARIOUS OUTPUT	$72	$76	$92
Bulk & Miscellaneous	920-2042	PIPE 90 DEG ELL 12 IN BY VARIOUS OUTPUT	$26	$76	$230
Bulk & Miscellaneous	920-2109	PIPE TEE 4 IN BY VARIOUS OUTPUT	$13	$33	$97
Bulk & Miscellaneous	920-2112	PIPE TEE 6 IN BY VARIOUS OUTPUT	$11	$28	$80
Bulk & Miscellaneous	920-2115	PIPE TEE 8 IN BY VARIOUS OUTPUT	$13	$34	$103
Bulk & Miscellaneous	920-2121	PIPE TEE 12 IN BY VARIOUS OUTPUT	$247	$247	$254
Bulk & Miscellaneous	920-2168	PIPE WYE 12 IN BY VARIOUS OUTPUT	$21	$52	$137
Bulk & Miscellaneous	920-2334	PIPE ADAPTER 6 FLANGE X F NPT	$14	$38	$113
Bulk & Miscellaneous	920-2340	PIPE ADAPTER 8 FLANGE X F BAUER	$21	$24	$28
Bulk & Miscellaneous	920-2341	PIPE ADAPTER 8 FLANGE X M BAUER	$22	$25	$30
Bulk & Miscellaneous	920-2772	PIPE ADAPTER 4 F CAM X F NPT TYPE D	$6	$14	$36
Bulk & Miscellaneous	920-3309	SUCTION HOSE STRAINER 4	$19	$55	$160
Bulk & Miscellaneous	920-3312	SUCTION HOSE STRAINER 6	$20	$34	$62
Bulk & Miscellaneous	920-3315	SUCTION HOSE STRAINER 8	$16	$46	$134
Bulk & Miscellaneous	920-3509	WATER PIPE / HOSE MANIFOLD 4	$32	$89	$265
Bulk & Miscellaneous	920-3512	WATER PIPE / HOSE MANIFOLD 6	$42	$124	$328
Bulk & Miscellaneous	920-3515	WATER PIPE / HOSE MANIFOLD 8	$45	$133	$415
Bulk & Miscellaneous	920-3521	WATER PIPE / HOSE MANIFOLD 12	$91	$223	$622
Bulk & Miscellaneous	920-3610	PUMP CONTROL PANEL AUTOMATIC	$18	$53	$159
Bulk & Miscellaneous	920-3620	PUMP CONTROL PANEL MANUAL	$14	$37	$111
Bulk & Miscellaneous	920-3640	WATER PUMP FLOAT SWITCH SINGLE	$5	$14	$40
Bulk & Miscellaneous	920-3650	SUBMERSIBLE PUMP RAFT	$37	$109	$333
Bulk & Miscellaneous	920-3680	MAGNETIC GPM FLOW METER INDICATOR/TOTAL	$56	$166	$498
Bulk & Miscellaneous	920-4215	GATE VALVE 4	$32	$89	$135
Bulk & Miscellaneous	920-4220	GATE VALVE 6	$28	$84	$248
Bulk & Miscellaneous	920-4225	GATE VALVE 8	$21	$57	$150
Bulk & Miscellaneous	920-4230	GATE VALVE 10	$34	$40	$118
Bulk & Miscellaneous	920-4235	GATE VALVE 12	$16	$43	$127
Bulk & Miscellaneous	920-4340	CHECK VALVE 8	$8	$25	$75
Bulk & Miscellaneous	920-4406	FLANGED BLEEDER VALVE 6	$14	$23	$55
Bulk & Miscellaneous	920-6003	KANAFLEX SUCTION HOSE CAM CPLNG 2X20	$7	$21	$63
Bulk & Miscellaneous	920-6006	KANAFLEX SUCTION HOSE CAM CPLNG 3X20	$10	$27	$80
Bulk & Miscellaneous	920-6009	KANAFLEX SUCTION HOSE CAM CPLNG 4X20	$13	$38	$112
Bulk & Miscellaneous	920-6011	KANAFLEX SUCTION HOSE CAM CPLNG 6X10	$22	$61	$172
Bulk & Miscellaneous	920-6012	KANAFLEX SUCTION HOSE CAM CPLNG 6X20	$42	$105	$278
Bulk & Miscellaneous	920-6014	KANAFLEX SUCTION HOSE CAM CPLNG 8X10	$36	$103	$312
Bulk & Miscellaneous	920-6015	KANAFLEX SUCTION HOSE CAM CPLNG 8X20	$54	$166	$473
Bulk & Miscellaneous	920-6029	KANAFLEX SUCTION HOSE BAUER CPLNG 4X20	$20	$58	$171
Bulk & Miscellaneous	920-6032	KANAFLEX SUCTION HOSE BAUER CPLNG 6X20	$33	$95	$286
Bulk & Miscellaneous	920-6035	KANAFLEX SUCTION HOSE BAUER CPLNG 8X20	$79	$172	$422
Bulk & Miscellaneous	920-6040	KANAFLEX SUCTION HOSE BAUER CPLNG 12X10	$50	$147	$435
Bulk & Miscellaneous	920-6041	KANAFLEX SUCTION HOSE BAUER CPLNG 12X20	$92	$270	$808
Bulk & Miscellaneous	920-6203	PVC SUCTION HOSE CAM CPLNG 2X20	$15	$39	$77
Bulk & Miscellaneous	920-6206	PVC SUCTION HOSE CAM CPLNG 3X20	$20	$50	$113
Bulk & Miscellaneous	920-6209	PVC SUCTION HOSE CAM CPLNG 4X20	$26	$56	$115
Bulk & Miscellaneous	920-6212	PVC SUCTION HOSE CAM CPLNG 6X20	$18	$53	$153
Bulk & Miscellaneous	920-6400	RUBBER SUCTION HOSE CAM CPLNG 1X20	$13	$34	$67
Bulk & Miscellaneous	920-6403	RUBBER SUCTION HOSE CAM CPLNG 2X20	$17	$37	$75
Bulk & Miscellaneous	920-6406	RUBBER SUCTION HOSE CAM CPLNG 3X20	$20	$50	$100
Bulk & Miscellaneous	920-6409	RUBBER SUCTION HOSE CAM CPLNG 4X20	$60	$176	$525
Bulk & Miscellaneous	920-6411	RUBBER SUCTION HOSE CAM CPLNG 6X10	$35	$93	$188
Bulk & Miscellaneous	920-6412	RUBBER SUCTION HOSE CAM CPLNG 6X20	$55	$124	$256
Bulk & Miscellaneous	920-6429	RUBBER SUCTION HOSE BAUER CPLNG 4X20	$45	$135	$404
Bulk & Miscellaneous	920-6432	RUBBER SUCTION HOSE BAUER CPLNG 6X20	$47	$97	$219
Bulk & Miscellaneous	920-6434	RUBBER SUCTION HOSE BAUER CPLNG 8X10	$60	$118	$239
Bulk & Miscellaneous	920-6435	RUBBER SUCTION HOSE BAUER CPLNG 8X20	$93	$183	$525
Bulk & Miscellaneous	920-6437	RUBBER SUCTION HOSE BAUER CPLNG 10X10	$93	$183	$526
Bulk & Miscellaneous	920-6440	RUBBER SUCTION HOSE BAUER CPLNG 12X10	$55	$133	$358
Bulk & Miscellaneous	920-6482	RUBBER SUCTION HOSE VICT CPLNG 6X20	$6	$18	$50
Bulk & Miscellaneous	920-6515	RUBBER SUCTION HOSE FLNG CPLNG 8X20	$53	$132	$348
Bulk & Miscellaneous	920-6518	RUBBER SUCTION HOSE FLNG CPLNG 10X20	$79	$202	$571

Bulk & Miscellaneous	920-6521	RUBBER SUCTION HOSE FLNG CPLNG 12X20	$95	$242	$685
Bulk & Miscellaneous	920-6616	COMPOSITE DISCHARGE HOSE W/FLANGE 3X20	$8	$32	$88
Bulk & Miscellaneous	920-6623	COMPOSITE DISCHARGE HOSE W/FLANGE 4X10	$24	$75	$229
Bulk & Miscellaneous	920-6626	COMPOSITE DISCHARGE HOSE W/FLANGE 4X20	$54	$162	$486
Bulk & Miscellaneous	920-6636	COMPOSITE DISCHARGE HOSE W/FLANGE 6X20	$64	$187	$551
Bulk & Miscellaneous	920-6643	COMPOSITE DISCHARGE HOSE W/FLANGE 8X10	$132	$260	$520
Bulk & Miscellaneous	920-6646	COMPOSITE DISCHARGE HOSE W/FLANGE 8X20	$70	$203	$596
Bulk & Miscellaneous	920-6657	COMPOSITE DISCHARGE HOSE W/FLANGE 10X20	$53	$145	$418
Bulk & Miscellaneous	920-6663	COMPOSITE DISCHARGE HOSE W/FLANGE 12X10	$40	$119	$356
Bulk & Miscellaneous	920-6666	COMPOSITE DISCHARGE HOSE W/FLANGE 12X20	$105	$211	$632
Bulk & Miscellaneous	920-6803	CANVAS FIRE HOSE 1-1/2X50	$7	$21	$62
Bulk & Miscellaneous	920-6818	CANVAS FIRE HOSE 2-1/2X50	$11	$33	$95
Bulk & Miscellaneous	920-6827	CANVAS FIRE HOSE 3X50	$13	$30	$56
Bulk & Miscellaneous	920-7004	CHEMICAL HOSE W/SSTL CAMLOCK 1X20	$18	$49	$147
Bulk & Miscellaneous	920-7014	CHEMICAL HOSE W/SSTL CAMLOCK 2X20	$21	$63	$195
Bulk & Miscellaneous	920-7024	CHEMICAL HOSE W/SSTL CAMLOCK 3X20	$24	$69	$245
Bulk & Miscellaneous	920-7034	CHEMICAL HOSE W/SSTL CAMLOCK 4X20	$39	$98	$293
Bulk & Miscellaneous	920-7044	CHEMICAL HOSE W/SSTL CAMLOCK 6X20	$44	$117	$342
Bulk & Miscellaneous	920-7054	CHEMICAL HOSE W/SSTL FLANGE 2X20	$36	$108	$305
Bulk & Miscellaneous	920-7065	CHEMICAL HOSE W/SSTL FLANGE 3X20	$52	$151	$448
Bulk & Miscellaneous	920-7074	CHEMICAL HOSE W/SSTL FLANGE 4X20	$62	$187	$560
Bulk & Miscellaneous	920-7084	CHEMICAL HOSE W/SSTL FLANGE 6X20	$73	$219	$657
Bulk & Miscellaneous	920-7103	ORAFLEX DISCHARGE HOSE CAM CPLNG 2X50	$19	$42	$99
Bulk & Miscellaneous	920-7106	ORAFLEX DISCHARGE HOSE CAM CPLNG 3X50	$20	$60	$157
Bulk & Miscellaneous	920-7109	ORAFLEX DISCHARGE HOSE CAM CPLNG 4X50	$22	$57	$141
Bulk & Miscellaneous	920-7118	ORAFLEX DISCHARGE HOSE CAM CPLNG 6X50	$38	$96	$252
Bulk & Miscellaneous	920-7121	ORAFLEX DISCHARGE HOSE CAM CPLNG 8X50	$86	$242	$658
Bulk & Miscellaneous	920-7129	ORAFLEX DISCHARGE HOSE BAUER CPLNG 4X50	$44	$66	$132
Bulk & Miscellaneous	920-7132	ORAFLEX DISCHARGE HOSE BAUER CPLNG 6X50	$53	$105	$176
Bulk & Miscellaneous	920-7135	ORAFLEX DISCHARGE HOSE BAUER CPLNG 8X50	$75	$186	$485
Bulk & Miscellaneous	920-7218	ORAFLEX DISCHARGE HOSE FLNG CPLNG 10X50	$51	$137	$383
Bulk & Miscellaneous	920-7303	PVC DISCHARGE HOSE CAM CPLNG 2X50	$7	$20	$61
Bulk & Miscellaneous	920-7306	PVC DISCHARGE HOSE CAM CPLNG 3X50	$11	$32	$94
Bulk & Miscellaneous	920-7309	PVC DISCHARGE HOSE CAM CPLNG 4X50	$16	$47	$140
Bulk & Miscellaneous	920-7312	PVC DISCHARGE HOSE CAM CPLNG 6X50	$57	$143	$306
Bulk & Miscellaneous	920-7402	RUBBER DISCHARGE HOSE CAM CPLNG 2X25	$11	$20	$40
Bulk & Miscellaneous	920-7403	RUBBER DISCHARGE HOSE CAM CPLNG 2X50	$15	$33	$70
Bulk & Miscellaneous	920-7406	RUBBER DISCHARGE HOSE CAM CPLNG 3X50	$14	$31	$81
Bulk & Miscellaneous	920-7408	RUBBER DISCHARGE HOSE CAM CPLNG 4X25	$13	$33	$77
Bulk & Miscellaneous	920-7409	RUBBER DISCHARGE HOSE CAM CPLNG 4X50	$27	$64	$151
Bulk & Miscellaneous	920-7412	RUBBER DISCHARGE HOSE CAM CPLNG 6X50	$70	$147	$360
Bulk & Miscellaneous	920-7455	RUBBER DISCHARGE HOSE PIN CPLNG 3X25	$8	$21	$58
Bulk & Miscellaneous	920-7515	RUBBER DISCHARGE HOSE FLNG CPLNG 8X50	$105	$316	$945
Bulk & Miscellaneous	920-7518	RUBBER DISCHARGE HOSE FLNG CPLNG 10X50	$106	$315	$965
Bulk & Miscellaneous	920-7521	RUBBER DISCHARGE HOSE FLNG CPLNG 12X50	$176	$527	$1,582
Bulk & Miscellaneous	920-7705	OIL SUCT/DISCH HOSE FLNG CPLNG 2X20	$38	$113	$334
Bulk & Miscellaneous	920-7715	OIL SUCT/DISCH HOSE FLNG CPLNG 3X20	$41	$127	$379
Bulk & Miscellaneous	920-7720	OIL SUCT/DISCH HOSE 4XSPECIAL LE	$44	$129	$382
Bulk & Miscellaneous	920-7725	OIL SUCT/DISCH HOSE FLNG CPLNG 4X20	$59	$117	$219
Bulk & Miscellaneous	920-7735	OIL SUCT/DISCH HOSE FLNG CPLNG 6X20	$61	$186	$391
Bulk & Miscellaneous	920-7745	OIL SUCT/DISCH HOSE FLNG CPLNG 8X20	$71	$209	$488
Bulk & Miscellaneous	920-7755	OIL SUCT/DISCH HOSE FLNG CPLNG 10X20	$90	$269	$586
Bulk & Miscellaneous	920-7762	OIL SUCT/DISCH HOSE FLNG CPLNG 12X10	$104	$310	$684
Bulk & Miscellaneous	920-7765	OIL SUCT/DISCH HOSE FLNG CPLNG 12X20	$113	$335	$1,004
Bulk & Miscellaneous	920-7772	OIL SUCT/DISCH HOSE FLNG CPLNG 14X10	$113	$337	$1,007
Bulk & Miscellaneous	920-7903	STAINLESS STEEL HOSE MNPT CPLNG 3/4X50	$11	$33	$99
Bulk & Miscellaneous	920-7905	STAINLESS STEEL HOSE 1X20	$16	$43	$86
Bulk & Miscellaneous	920-7910	STAINLESS STEEL HOSE 1X50	$25	$63	$157
Bulk & Miscellaneous	920-7915	STAINLESS STEEL HOSE 2X20	$36	$106	$313
Bulk & Miscellaneous	920-7916	STAINLESS STEEL HOSE 2X20 W/300# FLNG	$40	$119	$356
Bulk & Miscellaneous	920-7925	STAINLESS STEEL HOSE 3X20	$41	$125	$376
Bulk & Miscellaneous	920-7933	STAINLESS STEEL HOSE 4X10	$22	$70	$207
Bulk & Miscellaneous	920-7935	STAINLESS STEEL HOSE 4X20	$54	$161	$483
Bulk & Miscellaneous	920-7943	STAINLESS STEEL HOSE 6X10	$66	$198	$593
Bulk & Miscellaneous	920-7945	STAINLESS STEEL HOSE 6X20	$72	$215	$639
Bulk & Miscellaneous	920-7955	STAINLESS STEEL HOSE 8X20	$90	$259	$773
Bulk & Miscellaneous	920-7975	STAINLESS STEEL HOSE 12X20	$94	$284	$824
Bulk & Miscellaneous	920-8144	HYDRAULIC HOSE 1X50	$35	$103	$310
Bulk & Miscellaneous	920-8154	HYDRAULIC HOSE 1-1/4X50	$24	$73	$215
Bulk & Miscellaneous	920-8164	HYDRAULIC HOSE 1-1/2X50	$33	$91	$274
Bulk & Miscellaneous	920-8225	CARBON STEEL HOSE W/FLANGE 6X20	$81	$161	$314
Bulk & Miscellaneous	920-8230	CARBON STEEL HOSE W/FLANGE 8X20	$105	$211	$409
Bulk & Miscellaneous	920-8458	RUBBER WATER HOSE W/GH FTGS 3/4X50	$5	$16	$47
Bulk & Miscellaneous	920-9012	TEST PIPE PLUG 8IN	$4	$14	$34
Bulk & Miscellaneous	920-9024	TEST PIPE PLUG 24IN	$79	$233	$703
Bulk & Miscellaneous	920-9062	MULTI SIZE TEST BALL UP TO 12	$52	$147	$443
Bulk & Miscellaneous	920-9066	MULTI SIZE TEST BALL UP TO 18	$55	$161	$484

Bulk & Miscellaneous	920-9068	MULTI SIZE TEST BALL UP TO 24	$20	$56	$164
Bulk & Miscellaneous	920-9072	MULTI SIZE TEST BALL UP TO 36	$20	$59	$158
Bulk & Miscellaneous	920-9074	MULTI SIZE TEST BALL UP TO 48	$233	$769	$2,307
Bulk & Miscellaneous	920-9162	TEST BALL LIFT LINE W/HOSE & GAUGES	$32	$93	$277
Bulk & Miscellaneous	920-9198	BLOCK PLUG HOSE W/20FT ROPE & GAUGE	$15	$30	$58
Bulk & Miscellaneous	920-9708	BLOCK PIPE PLUG 4IN	$6	$19	$49
Bulk & Miscellaneous	920-9709	BLOCK PIPE PLUG 4IN LONG	$10	$20	$58
Bulk & Miscellaneous	920-9711	BLOCK PIPE PLUG 6IN	$10	$19	$49
Bulk & Miscellaneous	920-9713	BLOCK PIPE PLUG 8IN	$10	$28	$84
Bulk & Miscellaneous	920-9763	BLOCK PIPE PLUG 6-12IN	$18	$35	$100
Bulk & Miscellaneous	921-1088	PCS OF ALUM PIPE 8X40 VICTAULIC	$69	$198	$405
Bulk & Miscellaneous	921-1128	PCS OF ALUM PIPE 12X40 VICTAULIC	$84	$259	$519
Bulk & Miscellaneous	921-1518	PCS OF CERTALOK PVC PIPING 6X20	$5	$13	$13
Bulk & Miscellaneous	921-1568	PCS OF CERTALOK PVC PIPING 12X20	$14	$19	$37
Bulk & Miscellaneous	921-1814	FT OF FUSEABLE HDPE PIPE 8	$3	$3	$7
Bulk & Miscellaneous	921-1816	FT OF FUSEABLE HDPE PIPE 10	$3	$3	$7
Bulk & Miscellaneous	921-1818	FT OF FUSEABLE HDPE PIPE 12	$3	$3	$7
Bulk & Miscellaneous	921-1820	FT OF FUSEABLE HDPE PIPE 14	$3	$3	$7
Bulk & Miscellaneous	921-1822	FT OF FUSEABLE HDPE PIPE 16	$3	$3	$7
Bulk & Miscellaneous	921-1824	FT OF FUSEABLE HDPE PIPE 18	$3	$3	$7
Bulk & Miscellaneous	921-1826	FT OF FUSEABLE HDPE PIPE 20	$3	$3	$7
Bulk & Miscellaneous	921-1854	HDPE PIPE W/BAUER CPLNG 6X20	$15	$30	$63
Bulk & Miscellaneous	921-1862	HDPE PIPE W/BAUER CPLNG 8X20	$18	$35	$75
Bulk & Miscellaneous	921-1924	HDPE PIPE W/FLANGE CPLNGS 8X40	$20	$39	$117
Bulk & Miscellaneous	921-1942	HDPE PIPE W/FLANGE CPLNG 12X40	$30	$61	$147
Bulk & Miscellaneous	921-2150	HDPE FLOAT TEE PIPE W/STRAINER 4	$14	$35	$97
Bulk & Miscellaneous	921-2152	HDPE FLOAT TEE PIPE W/ STRAINER 6	$14	$40	$124
Bulk & Miscellaneous	921-2156	HDPE FLOAT TEE PIPE W/ STRAINER 12	$23	$60	$179
Bulk & Miscellaneous	921-2164	HDPE FLOAT TEE PIPE W/ STRAINER 20	$30	$50	$135
Bulk & Miscellaneous	921-2180	HDPE FLOAT PIPE W/8 STRNR 8 FLNG	$30	$85	$252
Bulk & Miscellaneous	921-2188	HDPE RDC FLOAT PIPE W/16 STRNR 14 FLNG	$45	$139	$414
Bulk & Miscellaneous	921-2192	HDPE RDC FLOAT PIPE W/18 STRNR 12 FLNG	$28	$61	$179
Bulk & Miscellaneous	921-2228	HDPE FITTING 12X90 DEG	$55	$108	$184
Bulk & Miscellaneous	921-2238	HDPE FITTING 18X90 DEG	$104	$312	$937
Bulk & Miscellaneous	921-2270	HDPE TEE 12 INPUT BY VARIOUS OUTPUT	$186	$554	$1,663
Bulk & Miscellaneous	921-2530	PCS GALV STL PIPE W/BAUER CPLNG 8X20	$61	$65	$73
Bulk & Miscellaneous	921-2546	PCS GALV STL PIPE W/BAUER CPLNG 12X10	$51	$51	$59
Bulk & Miscellaneous	921-2584	BAUER ELBOW 6X45 DEG	$16	$45	$132
Bulk & Miscellaneous	921-2586	BAUER ELBOW 6X90 DEG	$16	$47	$136
Bulk & Miscellaneous	925-1714	AIR HOSE ASSY 3/8X50 CRWFT CPLNG	$5	$16	$47
Bulk & Miscellaneous	925-1715	AIR HOSE ASSY 3/8X50 QD CPLNG	$11	$27	$58
Bulk & Miscellaneous	925-1734	AIR HOSE ASSY 3/4X50 CRWFT CPLNG	$7	$20	$61
Bulk & Miscellaneous	925-1735	AIR HOSE ASSY 3/4X50 THOR CPLNG	$18	$50	$84
Bulk & Miscellaneous	925-1802	AIR HOSE ASSY 2X25	$10	$30	$88
Bulk & Miscellaneous	925-1808	AIR HOSE ASSY 2X25 HI PRESSURE	$10	$30	$88
Bulk & Miscellaneous	925-1811	AIR HOSE ASSY 2X50	$15	$44	$122
Bulk & Miscellaneous	925-1814	AIR HOSE ASSY 2X50 HI PRESSURE	$15	$44	$122
Bulk & Miscellaneous	925-1823	AIR HOSE ASSY 3X25	$20	$59	$164
Bulk & Miscellaneous	925-1829	AIR HOSE ASSY 3X25 HI PRESSURE	$24	$59	$164
Bulk & Miscellaneous	925-1832	AIR HOSE ASSY 3X50	$34	$78	$195
Bulk & Miscellaneous	925-1835	AIR HOSE ASSY 3X50 HI PRESSURE	$34	$78	$195
Bulk & Miscellaneous	925-2019	WHIP HOSE W/INLINE OILER 1/2	$7	$15	$38
Bulk & Miscellaneous	925-2103	WHIPCHECK CABLE H/H 1/2 TO 1-1/4	$7	$15	$26
Bulk & Miscellaneous	925-2173	AIR MANIFOLD 15 GAL W/8 OUTLETS	$37	$114	$326
Climate Control - Fans & Blowers	925-3109	PEDESTAL FAN 30"	$35	$121	$265
Climate Control - Fans & Blowers	925-3123	ROUND FLOOR FAN 36	$47	$131	$373
Climate Control - Fans & Blowers	925-3126	ROUND FLOOR FAN 42	$58	$158	$330
Climate Control - Fans & Blowers	925-3129	ROUND FLOOR FAN 48	$57	$159	$398
Bulk & Miscellaneous	925-3210	AIRMOVER AXIAL VENT BLOWER 12 IN ELEC	$32	$123	$277
Bulk & Miscellaneous	925-3250	AIRMOVER LOW PROFILE FAN	$22	$88	$198
Bulk & Miscellaneous	925-3260	AIRMOVER CARPET DRYER	$22	$88	$198
Bulk & Miscellaneous	925-3263	AXIAL FAN 25"	$49	$145	$383
Bulk & Miscellaneous	925-3265	HI VELOCITY AXIAL FAN 24-25"	$22	$66	$198
Climate Control	925-3310	HEPA AIR SCRUBBER 500CFM	$61	$233	$593
Climate Control	925-3312	HEPA AIR SCRUBBER 750CFM	$73	$298	$674
Climate Control	925-3314	HEPA AIR SCRUBBER 1200 TO 1400CFM	$88	$332	$747
Bulk & Miscellaneous	925-3316	HEPA AIR SCRUBBER 2000CFM	$105	$382	$1,099
Bulk & Miscellaneous	925-3318	HEPA AIR SCRUBBER 2400CFM	$105	$382	$1,099
Climate Control	925-3352	DEHUMIDIFIER LGR 60-80 PPD ELEC	$44	$166	$374
Climate Control	925-3354	DEHUMIDIFIER LGR 130-160 PPD ELEC	$61	$291	$581
Climate Control	925-3456	LPG/NG HEATER HOSE 1X50	$13	$33	$93
Climate Control	925-3523	PROPANE RADIANT HEATER TANK TOP	$10	$16	$30
Climate Control	925-4030	HEATER DUCT BLK 12X25 6P 300DEG	$26	$53	$105
Climate Control	925-4125	HVAC DUCTING BLK 12X15 6P	$10	$24	$59
Climate Control	925-4130	HVAC DUCTING BLK 12X25 6P	$13	$30	$73
Climate Control	925-4145	HVAC DUCTING BLK 16X15 6P	$15	$39	$98
Climate Control	925-4150	HVAC DUCTING BLK 16X25 6P	$15	$39	$98

Climate Control	925-4155	HVAC DUCTING BLK 20X15 6P	$15	$39	$98
Climate Control	925-4160	HVAC DUCTING BLK 20X25 6P	$20	$59	$176
Climate Control	925-4170	HVAC DUCTING BLK 24X25 6P	$20	$59	$176
Climate Control	925-4230	HI HEAT DUCT BLK 12X25 6P 400/500 DEG	$14	$31	$73
Climate Control	925-4250	HI HEAT DUCT BLK 16X25 6P 400/500 DEG	$44	$88	$176
Climate Control	925-4260	HI HEAT DUCT BLK 20X25 6P 400/500 DEG	$40	$111	$277
Climate Control	925-4300	HVAC DUCTING YLW 8X15 6P	$10	$24	$59
Climate Control	925-4305	HVAC DUCTING YLW 8X25 6P	$10	$24	$59
Climate Control	925-4330	HVAC DUCTING YLW 12X25 6P	$13	$30	$73
Climate Control	925-4340	HVAC DUCTING YLW 14X25 6P	$15	$44	$132
Climate Control	925-4350	HVAC DUCTING YLW 16X25 6P	$15	$44	$132
Climate Control	925-4360	HVAC DUCTING YLW 20X25 6P	$20	$63	$191
Climate Control	925-4365	HVAC DUCTING YLW 24X25 6P	$20	$63	$191
Climate Control	925-4398	HVAC DUCTING WHT 8X8	$5	$5	$5
Climate Control	925-4400	HVAC DUCTING WHT 8X15 6P	$10	$24	$59
Climate Control	925-4405	HVAC DUCTING WHT 8X25 6P	$10	$24	$59
Climate Control	925-4412	HVAC DUCTING WHT 10X25	$10	$24	$59
Climate Control	925-4416	HVAC DUCTING WHT 12X8 4P	$5	$5	$5
Climate Control	925-4420	HVAC DUCTING WHT 12X10 6P	$10	$24	$59
Climate Control	925-4421	HVAC DUCTING WHT 12X10 SOLID	$10	$24	$59
Climate Control	925-4430	HVAC DUCTING WHT 12X25 6P	$13	$30	$73
Climate Control	925-4432	HVAC DUCTING WHT/WHT 12X25 4P	$13	$30	$73
Climate Control	925-4440	HVAC DUCTING WHT 14X25 6P	$15	$44	$132
Climate Control	925-4443	HVAC DUCTING WHT 16X8 6P	$5	$5	$5
Climate Control	925-4445	HVAC DUCTING WHT 16X15 6P	$15	$44	$132
Climate Control	925-4450	HVAC DUCTING WHT 16X25 6P	$15	$44	$132
Climate Control	925-4453	HVAC DUCTING WHT 18X25 6P	$15	$44	$132
Climate Control	925-4454	HVAC DUCTING WHT 20X10 7P	$15	$44	$132
Climate Control	925-4455	HVAC DUCTING WHT 20X15 6P	$15	$44	$132
Climate Control	925-4456	HVAC DUCTING WHT 20X15 3P	$15	$44	$132
Climate Control	925-4460	HVAC DUCTING WHT 20X25 6P	$20	$63	$191
Climate Control	925-4462	HVAC DUCTING WHT/WHT 20X25 4P	$20	$63	$191
Climate Control	925-4465	HVAC DUCTING BLUE 20X25 3P	$20	$63	$191
Climate Control	925-4552	HVAC DUCT WYE ADAPTER 20	$20	$60	$172
Climate Control	925-4663	HVAC DUCT WYE ADAPTER 20"X12"X12	$20	$33	$58
Climate Control	925-4990	CEILING TILE 24X24 F/8 DUCT	$5	$5	$5
Climate Control	925-5100	CEILING TILE ONLY 24X24 USED FOR 12IN DU	$5	$5	$5
Climate Control	925-5105	CEILING TILE KIT 24X24 WITH 12IN DUCT	$10	$10	$10
Climate Control	925-5110	CEILING TILE 24X24 USED FOR 16IN DUCT	$5	$5	$5
Bulk & Miscellaneous	930-0100	TRASH CHUTE 30X4	$19	$38	$78
Bulk & Miscellaneous	930-2016	MULTI POSITION CART F/ROTARY HAMMER	$32	$93	$330
Bulk & Miscellaneous	930-2070	UTILITY CART/TRAILER NHS 4X6	$33	$93	$174
Bulk & Miscellaneous	930-2073	TILT DEBRIS CART 1/2 CU YD MANUAL	$32	$91	$264
Bulk & Miscellaneous	930-2076	TILT DEBRIS CART 1 CU YD MANUAL	$35	$125	$328
Bulk & Miscellaneous	930-2078	DRYWALL/PANEL CART	$27	$80	$230
Bulk & Miscellaneous	930-2220	HAND DOLLY W/O STRAP 400-700# CAP	$13	$24	$52
Bulk & Miscellaneous	930-2222	APPLIANCE DOLLY W/STRAP 500-700# CAP	$19	$41	$100
Bulk & Miscellaneous	930-2236	FURNITURE/PIANO DOLLY 4 SWIVEL WHEEL	$20	$49	$108
Bulk & Miscellaneous	930-2274	PALLET JACK	$24	$76	$210
Bulk & Miscellaneous	930-3006	HYDRAULIC BOTTLE JACK 12T	$7	$21	$63
Bulk & Miscellaneous	930-3015	HYDRAULIC BOTTLE JACK 22T	$11	$32	$95
Bulk & Miscellaneous	930-3060	HYDRAULIC TOE JACK 10T	$26	$66	$198
Bulk & Miscellaneous	930-3076	SCREW BOTTLE JACK 20 TON	$11	$32	$95
Bulk & Miscellaneous	930-3404	BEAM CLAMP F/4-12 BEAM 3T CAP	$33	$86	$238
Bulk & Miscellaneous	930-3406	BEAM CLAMP F/4-12 BEAM 5T CAP	$39	$116	$343
TRENCH SHORING	930-3599	ROAD PLATE LIFTING RING 1.25IN	$5	$10	$26
Trench Shoring	930-3600	ROAD PLATE SWIVEL LIFTING RING 1.25IN	$10	$23	$61
Bulk & Miscellaneous	930-4016	ALUMINUM EXTENSION LADDER 32	$26	$79	$237
Bulk & Miscellaneous	930-4020	ALUMINUM EXTENSION LADDER 40	$35	$105	$316
Bulk & Miscellaneous	930-4068	WIDE STANCE ADJ LEG FBR EXT LADDER 24FT	$30	$83	$249
Bulk & Miscellaneous	930-4072	WIDE STANCE ADJ LEG FBR EXT LADDER 28FT	$30	$83	$249
Bulk & Miscellaneous	930-4074	FIBERGLASS EXTENSION LADDER 32	$32	$93	$277
Bulk & Miscellaneous	930-4082	FIBERGLASS EXTENSION LADDER 40	$44	$132	$395
Bulk & Miscellaneous	930-4084	WIDE STANCE ADJ LEG FBR EXT LADDER 40FT	$49	$147	$434
Bulk & Miscellaneous	930-4162	FIBERGLASS STEP LADDER 12	$32	$93	$277
Bulk & Miscellaneous	930-4166	FIBERGLASS STEP LADDER 16	$44	$132	$395
Bulk & Miscellaneous	930-4244	FIBERGLASS STEP LADDER W/CAGE 4FT	$20	$59	$166
Bulk & Miscellaneous	930-4246	FIBERGLASS STEP LADDER W/CAGE 6FT	$20	$59	$166
Bulk & Miscellaneous	930-4248	FIBERGLASS STEP LADDER W/CAGE 8FT	$24	$73	$210
Bulk & Miscellaneous	930-4250	FIBERGLASS STEP LADDER W/CAGE 10FT	$30	$83	$249
Bulk & Miscellaneous	930-4252	ADJ FBR STEP CAGE LADDER W/WHL 5-9FT	$24	$78	$239
Bulk & Miscellaneous	930-4254	ADJ FBR STEP CAGE LADDER W/WHL 8-14FT	$30	$88	$264
Bulk & Miscellaneous	930-4256	SECTIONS OF TANK LADDER 5	$8	$18	$49
Bulk & Miscellaneous	930-4310	ALUMINUM LADDER PLANK 16	$22	$66	$198
Bulk & Miscellaneous	930-4312	ALUMINUM LADDER PLANK 20	$28	$79	$228
Bulk & Miscellaneous	930-4314	ALUMINUM LADDER PLANK 24	$32	$93	$277
Bulk & Miscellaneous	930-6010	SET OF PALLET FORKS 72 CL2	$40	$96	$271

Bulk & Miscellaneous	930-6030	SET OF PALLET FORKS 72 CL3	$43	$106	$238
Bulk & Miscellaneous	930-6036	SET OF PALLET FORKS 96 CL3	$34	$98	$266
Bulk & Miscellaneous	930-6073	FORK EXTENSION (SET OF 2) 72IN	$30	$75	$212
Bulk & Miscellaneous	930-6076	FORK EXTENSION (SET OF 2) 96IN (BLUE)	$21	$64	$173
Bulk & Miscellaneous	930-6080	SET OF PALLET FORKS F/BUCKETS	$37	$97	$235
Bulk & Miscellaneous	930-6095	CARPET POLE ATTACHMENT	$23	$75	$215
Bulk & Miscellaneous	930-6140	TELEHANDLER BLOCK FORK 48	$28	$60	$127
Bulk & Miscellaneous	930-6160	SKIDSTEER FORK FRAME SET 36 CL2	$41	$121	$298
Bulk & Miscellaneous	930-6164	SKIDSTEER FRAME & FORK SET 42	$44	$105	$311
Bulk & Miscellaneous	930-6166	SKIDSTEER FRAME & FORK SET 48 CL2	$41	$102	$245
Bulk & Miscellaneous	930-6250	LIFT-N-TOW F/FORKLIFT VAR CAP 4-10K HOOK	$18	$71	$132
Bulk & Miscellaneous	930-6252	SWIVEL LIFTING HOOK F/FORKLIFT VAR CAP	$72	$201	$510
Bulk & Miscellaneous	930-6260	BOOM ARM F/HANDLER 8-15 4K MAX	$105	$219	$703
Bulk & Miscellaneous	930-6265	TELESCOPING BOOM F/FORKLIFT 42-139	$84	$216	$614
Bulk & Miscellaneous	930-6267	AERIAL LIFT CRIBBING BLOCK 0-8 STEP	$24	$49	$147
Bulk & Miscellaneous	930-6272	GLASS PANEL CRADLE KIT F/BOOM LIFT	$36	$81	$160
Bulk & Miscellaneous	930-6281	PLATFORM RAIL PADDING F/AERIAL LIFT	$117	$117	$117
Bulk & Miscellaneous	930-6510	SOLID TIRE F/SKIDSTEER	$67	$163	$402
Bulk & Miscellaneous	930-6524	TURF/FLOAT TIRE F/TELEHANDLER	$37	$163	$330
Bulk & Miscellaneous	930-7636	FORK SLIP ON BUCKET SMOOTH 72IN 1-1/2YD	$27	$110	$315
Bulk & Miscellaneous	930-7642	FORK SLIP ON BUCKET SMOOTH 96IN 1-3/4YD	$44	$111	$290
Bulk & Miscellaneous	930-7761	SKIDSTEER/CRAWLER BUCKET SMOOTH 66-68IN	$50	$141	$352
Bulk & Miscellaneous	930-7763	SKIDSTEER/CRAWLER BUCKET SMOOTH 72-74IN	$50	$141	$352
Bulk & Miscellaneous	930-7778	SKIDSTEER/CRAWLER BUCKET TOOTH 66-68IN	$50	$141	$352
Bulk & Miscellaneous	930-7781	SKIDSTEER/CRAWLER BUCKET TOOTH 72-74IN	$50	$141	$352
Bulk & Miscellaneous	930-7912	EXCAVATOR THUMB ATTACHMENT HYDRAULIC	$50	$141	$352
Bulk & Miscellaneous	930-9110	GROUND PROTECTION MAT 4X8 DUAL SIDE	$18	$35	$49
Bulk & Miscellaneous	930-9115	GROUND PROTECTION MAT 10X7 DUAL SIDE	$36	$47	$101
Bulk & Miscellaneous	930-9117	GROUND PROTECTION MAT HD 14X7 DUAL SIDE	$40	$49	$105
Bulk & Miscellaneous	930-9130	GROUND PROTECTION MAT TOOL KIT	$21	$60	$172
Bulk & Miscellaneous	930-9140	GROUND MAT RAMP F/10X7 36 UNDER FLANGE	$5	$8	$18
Bulk & Miscellaneous	930-9141	GROUND MAT RAMP F/10X7 36 OVER FLANGE	$5	$8	$18
Bulk & Miscellaneous	930-9522	SUCTION CUP 8	$19	$40	$83
Bulk & Miscellaneous	931-5002	SCAFFOLD STEP FRAME 1-5/8 5X3	$6	$11	$27
Bulk & Miscellaneous	931-5004	SCAFFOLD STEP FRAME 1-5/8 5X5	$8	$14	$25
Bulk & Miscellaneous	931-5028	SCAFFOLD LADDER FRAME 1-5/8 28X6	$6	$11	$28
Bulk & Miscellaneous	931-5035	SCAFFOLD WALK THRU FRAME 1-5/8 5X6.5	$5	$7	$23
Bulk & Miscellaneous	931-5050	SCAFFOLD CROSS BRACE W/HOLE 7X27 SPACE	$2	$5	$10
Bulk & Miscellaneous	931-5054	SCAFFOLD CROSS BRACE W/HOLE 10X27 SPACE	$1	$4	$8
Bulk & Miscellaneous	931-5056	SCAFFOLD CROSS BRACE W/NOTCH 10X27 SPACE	$6	$7	$11
Bulk & Miscellaneous	931-5092	SCAFFOLD OUTRIGGER 30	$3	$7	$11
Bulk & Miscellaneous	931-5103	SCAFFOLD LEVELING JACK W/O BASE PLATE	$4	$6	$12
Bulk & Miscellaneous	931-5106	SCAFFOLD LEVELING JACK W/BASE PLATE	$7	$8	$16
Bulk & Miscellaneous	931-5142	SCAFFOLD END SAFETY PANEL W/TOEBOARD 5	$3	$7	$12
Bulk & Miscellaneous	931-5146	SCAFFOLD SIDE SAFETY PANEL 7	$3	$7	$16
Bulk & Miscellaneous	931-5148	SCAFFOLD SIDE SAFETY PANEL 10	$3	$7	$12
Bulk & Miscellaneous	931-5156	SCAFFOLD SIDE TOEBOARD 7	$2	$4	$11
Bulk & Miscellaneous	931-5160	SCAFFOLD SIDE TOEBOARD 10	$2	$6	$15
Bulk & Miscellaneous	931-5176	SCAFFOLD CASTER 8	$6	$8	$17
Bulk & Miscellaneous	931-5190	SHORING POST ADJ 6-10 FT	$19	$38	$69
Bulk & Miscellaneous	931-5193	SHORING POST ADJ 7-11 FT	$20	$40	$67
Bulk & Miscellaneous	931-5210	SCAFFOLD WALKBOARD 7	$6	$12	$31
Bulk & Miscellaneous	931-5215	SCAFFOLD WALKBOARD 10	$11	$20	$39
Bulk & Miscellaneous	931-5250	UTILITY SCAFFOLD FRAME 65X29	$10	$16	$31
Bulk & Miscellaneous	931-5252	UTILITY SCAFFOLD ARM BRACE 6	$7	$12	$23
Bulk & Miscellaneous	931-5254	UTILITY SCAFFOLD CASTER 5	$2	$3	$8
Bulk & Miscellaneous	931-5260	UTILITY SCAFFOLD DECK WOOD 6	$7	$17	$30
Bulk & Miscellaneous	931-5408	EA POLE F/ALUM PUMP JACK SYST 24	$16	$44	$114
Bulk & Miscellaneous	931-5410	EA PUMP JACK F/ALUM PUMP JACK SYST	$17	$64	$161
Bulk & Miscellaneous	931-5423	NEST ALUM LADDER PLANK 20X16	$21	$86	$214
Bulk & Miscellaneous	931-5426	NEST ALUM LADDER PLANK 20X24	$26	$96	$233
Trench Shoring	932-1010	SHORING RELEASE TOOL 48IN	$5	$11	$32
Trench Shoring	932-2045	SHORING SHEETING 4FT ALUMINUM	$2	$5	$8
Trench Shoring	932-2050	SHORING SHEETING 6FT ALUMINUM	$5	$10	$14
Trench Shoring	932-2055	SHORING SHEETING 8FT ALUMINUM	$5	$10	$18
Bulk & Miscellaneous	932-4070	FINFORM 10FT	$11	$34	$97
Bulk & Miscellaneous	932-4075	FINFORM 12FT	$14	$42	$119
Trench Shoring	932-4095	FINFORM 8FT	$10	$28	$79
Trench Shoring	932-7060	STEEL PLATE 4FTX4FTX1IN	$5	$14	$49
Trench Shoring	932-7080	STEEL PLATE 4FTX8FTX1IN	$7	$25	$93
Trench Shoring	932-7170	STEEL PLATE 5FTX8FTX1IN	$7	$25	$93
Trench Shoring	932-7180	STEEL PLATE 5FTX10FTX1IN	$10	$33	$123
Trench Shoring	932-7240	STEEL PLATE 6FTX8FTX1IN	$10	$28	$110
Trench Shoring	932-7250	STEEL PLATE 6FTX10FTX1IN	$10	$33	$123
Trench Shoring	932-7320	STEEL PLATE 8FTX10FTX1IN	$10	$42	$154
Trench Shoring	932-7330	STEEL PLATE 8FTX12FTX1IN	$14	$51	$184
Trench Shoring	932-7336	STEEL PLATE 8FTX12FTX1.5IN	$23	$88	$330

Trench Shoring	932-7356	STEEL PLATE 8FTX16FTX1.5IN	$28	$106	$405
Trench Shoring	932-7370	STEEL PLATE 8FTX20FTX1IN	$20	$79	$299
Bulk & Miscellaneous	932-7500	TIRE CLEANER 8X10FT SOLID RUMBLE PLATE	$20	$82	$232
Bulk & Miscellaneous	940-0160	CABLE 10/4 50FT 30A	$4	$11	$32
Bulk & Miscellaneous	940-0265	CABLE 8/5 50FT BARE	$11	$11	$31
Bulk & Miscellaneous	940-0516	CABLE 2 50FT CAMLOCK 5 BANDED	$32	$72	$148
Bulk & Miscellaneous	940-0570	FEMALE PIGTAIL 2 UNDER 10FT	$7	$20	$39
Bulk & Miscellaneous	940-0571	FEMALE PIGTAIL 2 UNDER 10FT 5 BANDED	$7	$20	$39
Bulk & Miscellaneous	940-0575	MALE PIGTAIL 2 UNDER 10FT	$7	$20	$39
Bulk & Miscellaneous	940-0576	MALE PIGTAIL 2 UNDER 10FT 5 BANDED	$7	$20	$39
Bulk & Miscellaneous	940-0715	CABLE 2/0 50FT CAMLOCK	$26	$67	$140
Bulk & Miscellaneous	940-0720	CABLE 2/0 100FT CAMLOCK	$45	$104	$222
Bulk & Miscellaneous	940-0770	FEMALE PIGTAIL 2/0 UNDER 10FT	$3	$7	$14
Bulk & Miscellaneous	940-0775	MALE PIGTAIL 2/0 UNDER 10FT	$3	$7	$14
Bulk & Miscellaneous	940-0810	CABLE 4/0 25FT CAMLOCK	$8	$10	$23
Bulk & Miscellaneous	940-0815	CABLE 4/0 50FT CAMLOCK	$22	$63	$123
Bulk & Miscellaneous	940-0820	CABLE 4/0 100FT CAMLOCK	$33	$65	$129
Bulk & Miscellaneous	940-0870	FEMALE PIGTAIL 4/0 UNDER 10FT	$2	$7	$15
Bulk & Miscellaneous	940-0880	MALE PIGTAIL 4/0 UNDER 10FT	$2	$7	$15
Bulk & Miscellaneous	940-2120	DISTRO BOX 100A CAM SET IN/5X20A OUT	$71	$176	$440
Bulk & Miscellaneous	940-2123	DISTRO BOX 100A CAM SET IN/12X20A OUT	$61	$109	$251
Bulk & Miscellaneous	940-2256	DISTRO BOX 200A CAM SET IN/6X50A CS	$71	$176	$440
Bulk & Miscellaneous	940-2305	DISTRO BOX 400A CAM SET IN/6X50A CS	$92	$351	$697
Bulk & Miscellaneous	940-2312	DISTRO BOX 400A CAM SET IN/10X50A CS	$189	$547	$1,079
Bulk & Miscellaneous	940-2514	SPIDER BOX CABLE 6/4 50FT 50A CS	$21	$60	$131
Bulk & Miscellaneous	940-2516	SPIDER BOX CABLE 6/4 100FT 50A CS	$39	$116	$243
Bulk & Miscellaneous	940-2520	SPIDER BOX 50A CS IN/6X20A STR/1X30A TL	$34	$100	$196
Bulk & Miscellaneous	940-2610	QUAD BOX STRING 3 BOX 20A 50' W/L2120	$22	$54	$179
Bulk & Miscellaneous	940-2626	QUAD BOX STRING 3 BOX 30A 50' W/L2130	$36	$101	$311
Bulk & Miscellaneous	940-2640	QUAD BOX CABLE 12/5 50FT L2120	$14	$36	$89
Bulk & Miscellaneous	940-2642	QUAD BOX CABLE 12/5 100FT L2120	$26	$50	$132
Bulk & Miscellaneous	940-2652	QUAD BOX CABLE 10/5 50FT L2130	$14	$35	$89
Bulk & Miscellaneous	940-2654	QUAD BOX CABLE 10/5 100FT L2130	$22	$53	$175
Bulk & Miscellaneous	940-2714	EXTENSION CORD 12/3 50FT	$12	$21	$47
Bulk & Miscellaneous	940-2716	EXTENSION CORD 12/3 100FT	$11	$24	$60
Bulk & Miscellaneous	940-2724	EXTENSION CORD 10/3 50FT 15AMP NEMA 5-15	$10	$23	$61
Bulk & Miscellaneous	940-2970	CABLE RAMP	$15	$28	$63
Aerial - Attachments & Accessories	940-5000	DRONE BATTERY 1 (RR)	$41	$164	$657
Aerial - Attachments & Accessories	940-5020	DRONE BATTERY 2 (RR)	$20	$82	$328
Aerial - Attachments & Accessories	940-5040	DRONE BATTERY 3 (RR)	$11	$41	$164
Aerial - Attachments & Accessories	940-5060	DRONE ACCESSORY 1 (RR)	$16	$46	$206
Aerial - Attachments & Accessories	940-5080	DRONE ACCESSORY 2 (RR)	$11	$25	$52
Trench Shoring	950-2015	SLING 8FT 4 LEG CHAIN	$10	$28	$79
Trench Shoring	950-2017	SLING 8FT 4LEG CABLE	$10	$28	$79

ADDITIONAL INFORMATION / TERMS: Mileage allowances and fees will default to the standard policy at the supplying branch.

BILLING: 30 DAY

DELIVERY: $125 per hour, per truck load, each way. Tolls and permits not included.
Outside hauling and/or after hour deliveries when required and approved by renting agency to be negotiated at time of rental.
Upon customer request and approval additional fees may apply if it is necessary for Herc to ship in equipment from outside the serving market.

FUEL: Refueling service Herc branch posted charges will apply if refueling is required during or at the end of the rental

ADDITIONAL INFO:

Customer to be exempt from Emissions and Environmental Surcharge.
Customer to be exempt from Vehicle Licensing Fee.
Customer to be exempt from Transportation Services Surcharge.
Training
Material Handling and Aerial Work Platforms - $150 per student.
ProControl training will be provided at no charge
Loss of Use
Loss of use will be charged when a piece of equipment is unavailable for rental due to customer damage. The charges will be the contract rental charges and the amount of time will be equal to the time between the damage occurring and the unit being available for rental to the same or different customer.
Cleaning
For appropriate and supportable cleaning charges, cleaning will be $50 per hour and parts (decals) at cost plus 20% if customer is unable to self-perform this task in the event the equipment encountered harsh environments
Set Up Fee
Equipment Set Up Fees - Solutions
Herc Personnel - Posted Shop Labor Rate
Herc Personnel Overtime - Posted Shop Labor Rate times 1.5
Damage Charges
Labor - Posted Shop Labor rate
Parts - Cost plus 20%
Outside labor and repairs - Cost plus 20% for all 3rd party charges
GPS - $40 per unit for telematics if requested by customer
Rental Protection Plan
Herc offers Rental Protection Plan services either when a customer does not possess insurance, or they want to avoid further protection against their deductible. Charges will apply unless a valid COI is on file with HERC. To avoid RPP charges Certificate of Insurance must be on file during the time of rental
Herc Personnel
Standard Hours - Posted Shop Labor Rate
Overtime Hours - Posted Shop Labor Rate times 1.5
Outside Personnel - Cost Plus 20%
Taxes--any Government mandated charges will be applied as required
Preventive Maintenance (PM)
In accordance to recommended manufacturer guidelines on select generators and pumps Herc may charge PM at an hourly rate of $1-$4 depending on the size of equipment and usage. PM charges cover the standard maintenance included in all of our equipment at no charge but also includes load banking, pressure and flow tests, trailer testing and other services to ensure these specific units continue to operate on customer sites.
Over Meter/Allotted Hours of Use
Daily Rental Standard shift = 8 hours, additional hours 1/16th of the daily rate for daily rentals
Weekly Rental Standard shift = 40 hours, additional hours 1/80th of the weekly rate for weekly rentals
Monthly Rental Standard shift = 176 hours, additional hours 1/352nd of the monthly rate for monthly rentals
Herc double shift 16 hours (double hours per day) charged at 1.5X the applicable rental rate
Herc triple shift 24 hours (triple hours per day) charged at 2X the applicable rental rate providing unlimited usage
Re-rent - Herc provides additional equipment procurement services when required by customer.
Cost plus 20% for all 3rd party charges. Customer approval will be required for all re-rents that will be charged at cost plus 20%.

City of Dania Beach
Public Services Memorandum

DATE: 1/9/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, P.E., Deputy Director/City Engineer

SUBJECT: **APPROVAL TO TRANSFER FUNDS TO COVER THE COST OF EMERGENCY CITYWIDE PUMPING SERVICES DURING A MAJOR RAINSTORM EVENT**

Request:
The Public Services Department (PSD) is requesting approval of a resolution authorizing the transfer of $127,053 from the City's emergency funds to the stormwater management operating account to cover the cost of contracted services during a major rain event in November 2023.

Background:
On November 15, 2023, a significant rain and windstorm began which lasted four days and resulted in significant flooding in several parts of the city. PSD utilized the services of Kailas Corp., a firm under contract with the city, to augment in-house staff and equipment resources deployed to address flooded areas. Kailas Corp. provided vac-con trucks and water pumps for the duration of the storm to assist PSD with the removal and/or relocation of standing rainwater.

Due to the unforeseen nature of the situation, the PSD operating budget funds are insufficient to cover the cost of stormwater mitigation services provided by the contractor. It is therefore necessary to transfer funds from the City's emergency funds to the Department's operating account.

Budgetary Impact
Funding for emergency services with Kailas Corp. in the amount of 127,053 will be transferred from Emergency Fund Account No. 001-00-00-389-90-16 to the Stormwater Contractual Services General Account No. 403-38-01-538-34-10.

Recommendation
PSD recommends approval of the transfer of $127,053 from emergency funds to the stormwater operating account to pay for storm-related emergency services with Kailas Corp.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION AND TRANSFER OF DISASTER RESERVE FUNDS FROM THE GENERAL FUND TO THE STORMWATER FUND IN THE AMOUNT OF ONE HUNDRED TWENTY-SEVEN THOUSAND AND FIFTY-THREE DOLLARS ($127,053.00) FOR EMERGENCY STORMWATER CONTROL SERVICES PROVIDED BY KAILAS CORP. DURING A FOUR-DAY STORM EVENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On November 15, 2023, a significant rain and windstorm began which lasted four days and resulted in significant flooding in several parts of the city; and

WHEREAS, the Public Services Department utilized the services of Kailas Corp., a firm under contract with the city, to augment in-house staff and equipment resources deployed to address flooded areas.

WHEREAS, a recent and severe multi-day rainstorm required the services of the City's stormwater system contractor Kailas Corp. to supplement the City's in-house labor and equipment resources to properly address flooding across the City; and

WHEREAS, the unexpected impact of the storm required the contracted services for several days resulting in a significant cost; and

WHEREAS, the Stormwater Fund budget does not have sufficient funds to cover the cost of contractual services of this magnitude, and

WHEREAS, the City Administration recommends the appropriation and transfer of Disaster Reserve Funds from the General Fund to the Stormwater Fund to pay for the cost of the services rendered by Kailas Corp.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the appropriation of Disaster Reserve Funds to cover the cost of flood mitigation services from Kailas Corp. in the amount of One Hundred Twenty-Seven Thousand and Fifty-Three Dollars ($127,053.00).

Section 3. Funds will be transferred from Emergency Fund Account No. 001-00-00-389-90-16to the Stormwater Contractual Services Account No. 403-38-01-538-34-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Community Development Memorandum

DATE: 1/9/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director

SUBJECT: Subgrant Agreement between the Division of Emergency Management and the City of Dania Beach. Modification Number Two – extension from FDEM re Watershed Planning Grant.

Request:
Community Development Department ("Department") is requesting the City Commission to execute Modification Number Two to Subgrant Agreement between the Division of Emergency Management (FDEM) and the City of Dania Beach in accordance with the Watershed Planning Grant, extending the Agreement through September 30, 2024.

Background:
The Florida Division of Emergency Management's (FDEM) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goal of FDEM's Watershed Master Planning Initiative is to assist local communities in developing a Watershed Master Plan for the purpose of increasing flood resiliency in Florida communities. This initiative will also help improve the City's rating in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) that could provide additional savings on flood insurance premiums for Dania Beach residents.

Phase 1 of this Watershed Planning Initiative recently completed by FDEM, and Florida Atlantic University (FAU) produced prototype Watershed Master Plan and documents that have been sent to municipalities to assist with their Watershed Planning Initiatives. However, to receive full credit, CRS officials have stated "we expect communities to have a desired level of services for their draining system, flooding of streets, and flooding of structures and the ability to addresses any deficiencies found in the analysis of their system (modeling)".

FDEM's Watershed Planning grant would assist the City with funding for implementation of Phase II of this initiative that would include modeling for the City of Dania Beach. Based on the scope of work submitted with the grant application, the project cost for Phase II is anticipated to be One Hundred Thousand Dollars ($100,000). The FDEM Watershed Planning grant would provide a federal cost share of seventy-five percent (75%).

On November 20, 2023, FDEM approved an additional extension through September 30, 2024, for the City to provide additional time to respond to any comments received from the State and allow time for public outreach coordination.

Budgetary Impact
None

Recommendation
The Community Development Department is recommending execution of the attached Modification Number Two.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE MODIFICATION NUMBER TWO TO THE SUBGRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A NINE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 2022, City staff applied for the Watershed Planning Grant from the Florida Division of Emergency Management; and

WHEREAS, on November 21, 2022, the City Commission approved the City to enter into an grant agreement with the Florida Division of Emergency Management's Bureau of Mitigation;

WHEREAS, on September 26, 2023, the City Commission approved Modification Number One to the Subgrant Agreement for a three-month extension.

WHEREAS, the Florida Division of Emergency Management's Bureau of Mitigation prioritizes flood risk management as an integral part of its mission; and

WHEREAS, the City timely submitted its report, but is awaiting comments from relevant agencies, which may revise the City's report and as such the City requires additional time to receive and incorporate those comments; and

WHEREAS, the State has no objection to the request for additional time for the above stated purpose; and

WHEREAS, the goals of the Watershed Master Planning Initiative are to assist local communities in developing a Watershed Master Plan for purposes of moving the City's rating up in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to modify the original Subgrant Agreement to allow for a nine-month extension.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute Modification Number Two to the Subgrant Agreement on behalf of the City of Dania Beach, Florida with the Florida Division of Emergency Management, Bureau of Mitigation for a nine-month extension for the creation of a Watershed Master Plan.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City.

Section 4. That funding will be appropriated within the Grant Fund.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall take effect ten (10) days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

Agreement Number: **H0879**

Project Number: **4337-4-Pv**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Dania Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	U56KXBHZUBK9 / 59-6000302
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	September 13, 2018
Subaward Period of Performance Start and End Date:	Upon execution thru September 30, 2023
Amount of Federal Funds Obligated by this Agreement:	$75,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$75,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$75,000.00
Federal award project description (see FFATA):	Watershed Management Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	marilyn.montgomery@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Dania Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Marilyn Montgomery
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-270-7423
Email: marilyn.montgomery@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Eleanor Norena
   Community Development Director
   100 W Dania Beach Blvd
   Dania Beach, FL 33004
   Telephone: 954-924-6805 x3645
   Email: enorena@daniabeachfl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on September 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$75,000.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of <u>five</u> (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

1. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

2. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

ii. Attachment A – Budget and Scope of Work

iii. Attachment B – Program Statutes and Regulations

iv. Attachment C – Statement of Assurances

v. Attachment D – Request for Advance or Reimbursement

vi. Attachment E – Justification of Advance Payment

vii. Attachment F – Quarterly Report Form

viii. Attachment G – Warranties and Representations

ix. Attachment H – Certification Regarding Debarment

x. Attachment I – Federal Funding Accountability and Transparency Act

xi. Attachment J – Mandatory Contract Provisions

xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) <u>COPELAND ANTI-KICKBACK ACT</u>

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Dania Beach

By: Ana M. Garcia Digitally signed by Ana M. Garcia Date: 2022.11.23 08:27:15 -05'00'

Name and Title: Ana M. Garcia, ICMA-CM, City Manager

Date: 11/23/22

FEID#: 59-6000302

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2023.03.09 14:35:38 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 09-MAR-2023

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 75,000.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Watershed Master Planning Initiative
City of Dania Beach, Phase 2 FDEM Watershed Planning Grant
Scope of Work and Budget

Statement of Purpose

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-Recipient may use other materials provided by ISO and located at https://fema.gov. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual[1] and the 2021 Addendum to the Coordinator's Manual[2]). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.
Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP[3] under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:

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[1] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf
[2] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf
[3] See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf; the 2021 Addendum to the Coordinator's Manual at

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of existing drainage system
    c. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
    a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
    b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
    c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
    d. Determinations of the change in runoff from current to future, fully developed conditions
    e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
    a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:
    a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
    b. the impact of climate change and sea level rise on fully developed conditions
    c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
    d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
    e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.

8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

Jurisdiction Specific Comments for Task 1:

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https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at https://fema.gov.

Task 1 for the Sub-Recipient grant includes the following Steps 1-6 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 1 through 6 with the responsible parties, deliverables, schedule, and payment schedule.

			Month											
Step	**Responsible Party**	**Deliverable**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
Step 1- Background Info Gathering	FAU	Chapters 1 and 2 of the Watershed plan												
Step 2- Policy Documentation for HUCS	FAU	Chapter 3 of the Watershed plan												
Step 3- Risk Models for HUCS	FAU	Chapter 4 of the Watershed plan with all applicable modeling scenarios for the HUC and relationship to involved HUCs; drilldown to community issue modeling												
Step 4- Identifying Critical Areas/Solutions in HUCS	FAU	Update and completion of Chapter 4 and Chapter 5 of the Watershed plan with applicable modeling scenarios for the HUC												
Step 5- Action Plan	FAU	Chapter 6 of the Watershed plan – this should complete the planning document												
Step 6 - Submit for Staff Review	City Staff	Delivery and receipt of comments from staff for the planning document												

Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP: An (1) electronic copy of Chapters 1 through 6 of the preliminary Watershed Project Plan; (2) a separate electronic document with all comments from City staff from their review of Chapters 1 through 6 of the preliminary Watershed Project Plan; (3) a separate electronic document listing how and where in Chapters 1 through 6 of the preliminary Watershed Project Plan the Minimum Criteria listed above are met; and (4) a separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These four electronic documents must be submitted to the Division for review no later than 8 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com.

Payment for Deliverable 1 will occur once the Sub-Recipient has received feedback from the Division confirming that Chapters 1 through 6 of their preliminary Watershed Project Plan have been approved. To be approved, Chapters 1 through 6 of the preliminary Watershed Project Plan must show how all the listed Minimum Criteria are met, all comments from City staff must be submitted, and the Sub-Recipient's inventory of data must clearly explain what the Sub-Recipient had at the time of contract execution.
The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with Deliverable 1 no later than 8 months from the beginning of the Period of Performance before payment will be processed.

Task 2 – Revise Draft WMP and Submit Completed WMP
After receiving feedback from the Division on the preliminary Project Plan from Task 1, the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.
Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.
Jurisdiction Specific Comments for Task 2:
Task 2 for the Sub-Recipient grant includes the following Steps 7-10 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 7 through 10 with the responsible parties, deliverables, schedule, and payment schedule.

			Month											
Step	**Responsible Party**	**Deliverable**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
Revise Draft WMP	FAU													
Step 7- Submit draft WMP to the Division for Review	Staff with FAU support	Chapter 6 of the Watershed plan – this should complete the planning document												
Revisions based on the Division's feedback	FAU													
Step 8 – Submit completed WMP	Staff with FAU support	n/a												
Step 9 - Commission Approval	Staff with FAU support	n/a												

Deliverable 2 - Revise Draft WMP and Submit Completed WMP: An (1) electronic copy of the completed WMP; (2) a separate electronic document with the feedback from City Staff from their review of the completed WMP and explanations of how FAU addressed the feedback; (3) a separate electronic

document listing how and where in the completed WMP the Minimum Criteria listed above are met; and (4) a signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update. These four electronic documents comprising Deliverable 2 must be submitted to the Division for review no later than 12 months after the beginning of the Period of Performance.

If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division received from Deliverable 1, and then resubmit the WMP to the Division no later than 12 months after the beginning of the Period of Performance.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the four electronic documents comprising Deliverable 2 no later than 12 months from the beginning of the Period of Performance before payment will be processed. The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:

All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.

All tasks shall be performed under the direct supervision of the Division.

The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	**Total Deliverable Value**	**Due Date**
Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP (Task 1)	$66,666.67	8 Months after beginning of POP
Deliverable 2 – Revise Draft WMP and Submit Completed WMP (Task 2)	$33,333.33	12 months after beginning of POP
Total	**$100,000.00**	

Financial Consequences for Non-Performance:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate the current agreement for the Sub-Recipient's project;
4. Withhold further agreements for the project; or
5. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Data Collection (Task 1)	3
Initial Flood Modelling (Task 1)	6
Preliminary Project Plan (Task 1)	6
Completed WMP (Task 2)	1
WMP Review (Task 2)	2
WMP Revisions (Task 2)	1
Division and Commission Approval (Task 2)	2
Total Period of Performance (maximum of 12 months):	**12 (see overlapping tasks in schedule above)**

Total Period of Performance
The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends 12 months later, but no later than September 30, 2023.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel	$25,000.00	$18,750.00	$6,250.00
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	$75,000.00	$56,250.00	$18,750.00
Other			
Project Total:	**$100,000.00**	**$75,000.00**	**$25,000.00**

Funding Summary Totals

Federal Share:	$75,000.00	75.00%
Non-Federal Share:	$25,000.00	25.00%
Total Project Cost:	**$100,000.00**	**100.00%**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (**l**)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
3. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
4. Age Discrimination Act of 1975, which prohibits discrimination based on age.
5. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Dania Beach

REMIT ADDRESS: 100 W Dania Beach Blvd, Attn: Deborah Sabino

CITY: Dania Beach STATE: FL ZIP CODE: 33004

PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-Pv

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0879

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Dania Beach PAYMENT #:

PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-Pv

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0879

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Dania Beach

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Dania Beach **PROJECT #:** 4337-4-Pv
PROJECT TYPE: Watershed Management Plan **CONTRACT #:** H0879
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Dania Beach
Sub-Recipient's Name

H0879
DEM Contract Number

4337-4-Pv
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-4-Pv

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 75,000.00

OBLIGATION/ACTION DATE: September 13, 2018

SUBAWARD DATE (if applicable): _____

UEID/SAM#: U56KXBHZUBK9

UEID/SAM# +4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-Recipient may use other materials provided by ISO and located at https://fema.gov. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual[4] and the 2021 Addendum to the Coordinator's Manual[5]). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

_____

[4] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

[5] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion 12/31/2021)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1	Garcia, Ana, M	City Manager	$265,908
2	Sosa-Cruz	Deputy City Manager	$188,950
3	Boutsis, Eve	City Attorney	$218,565
4	DiPaolo, Frank	Finance Director	$172,895
5	Rodriguez	Fernando	$169,787

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Colin Donnelly

NAME AND TITLE: Colin Donnelly, CIP and Grants Aministrator

DATE: November 29, 2022

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[6]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[6] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☒ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, Colin Donnelly, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Colin Donnelly

Signature of Sub-Recipient/subcontractor's Authorized Official

Colin Donnelly CIP and Grants Administrator

Name and Title of Sub-Recipient/subcontractor's Authorized Official

January 26, 2023

Date

Contract Number: H0879

Project Number: 4337-004-Pv

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF DANIA BEACH

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Dania Beach ("the Sub-Recipient") to modify Contract Number H0879, dated, March 9, 2023 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $75,000.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on September 30, 2023; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin March 9, 2023 and shall end December 31, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF DANIA BEACH

By: Candido Sosa-Cruz Digitally signed by Candido Sosa-Cruz Date: 2023.12.05 09:56:22 -05'00'

Name and Title: Candido Sosa-Cruz, ICMA-CM, Acting City Manager

Date: December 05, 2023

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2023.12.18 16:38:14 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 18-DEC-2023

Attachment A
Watershed Master Planning Initiative
City of Dania Beach, Phase 2 FDEM Watershed Planning Grant
Scope of Work and Budget

Statement of Purpose

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-Recipient may use other materials provided by ISO and located at https://fema.gov. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual[1] and the 2021 Addendum to the Coordinator's Manual[2]). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.
Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP[3] under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:
Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):

---

[1] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf
[2] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf
[3] See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf; the 2021 Addendum to the Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at https://fema.gov.

   a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
   b. Inventory of existing drainage system
   c. Inventory of data availability
2. Locations of:
   a. critical facilities, cultural/historical, and other places/areas of interest
   b. vulnerable areas and their descriptions
   c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
   a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
   b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
   c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
   d. Determinations of the change in runoff from current to future, fully developed conditions
   e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
   a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:
   a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
   b. the impact of climate change and sea level rise on fully developed conditions
   c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
   d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
   e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.

8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

Jurisdiction Specific Comments for Task 1:
Task 1 for the Sub-Recipient grant includes the following Steps 1-6 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 1 through 6 with the responsible parties, deliverables, schedule, and payment schedule.

Step	Responsible Party	Deliverable	Month 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Step 1- Background Info Gathering	FAU	Chapters 1 and 2 of the Watershed plan															
Step 2- Policy Documentation for HUCS	FAU	Chapter 3 of the Watershed plan															
Step 3- Risk Models for HUCS	FAU	Chapter 4 of the Watershed plan with all applicable modeling scenarios for the HUC and relationship to involved HUCs; drilldown to community issue modeling															
Step 4- Identifying Critical Areas/Solutions in HUCS	FAU	Update and completion of Chapter 4 and Chapter 5 of the Watershed plan with applicable modeling scenarios for the HUC															
Step 5- Action Plan	FAU	Chapter 6 of the Watershed plan – this should complete the planning document															
Step 6 - Submit for Staff Review	City Staff	Delivery and receipt of comments from staff for the planning document															

Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP: An (1) electronic copy of Chapters 1 through 6 of the preliminary Watershed Project Plan; (2) a separate electronic document with all comments from City staff from their review of Chapters 1 through 6 of the preliminary Watershed Project Plan; (3) a separate electronic document listing how and where in Chapters 1 through 6 of the preliminary Watershed Project Plan the Minimum Criteria listed above are met; and (4) a separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These four electronic documents must be submitted to the Division for review no later than 9 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com.
Payment for Deliverable 1 will occur once the Sub-Recipient has received feedback from the Division confirming that Chapters 1 through 6 of their preliminary Watershed Project Plan have been approved. To be approved, Chapters 1 through 6 of the preliminary Watershed Project Plan must show how all the listed Minimum Criteria are met, all comments from City staff must be submitted, and the Sub-Recipient's inventory of data must clearly explain what the Sub-Recipient had at the time of contract execution.
The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with Deliverable 1 no later than 9 months from the

beginning of the Period of Performance before payment will be processed.

Task 2 – Revise Draft WMP and Submit Completed WMP

After receiving feedback from the Division on the preliminary Project Plan from Task 1, the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.

Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.

Jurisdiction Specific Comments for Task 2:

Task 2 for the Sub-Recipient grant includes the following Steps 7-10 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 7 through 10 with the responsible parties, deliverables, schedule, and payment schedule.

			Month														
Step	**Responsible Party**	**Deliverable**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Revise Draft WMP	FAU																
Step 7- Submit draft WMP to the Division for Review	Staff with FAU support	Chapter 6 of the Watershed plan – this should complete the planning document															
Revisions based on the Division's feedback	FAU																
Step 8 – Submit completed WMP	Staff with FAU support	n/a															
Step 9 - Commission Approval	Staff with FAU support	n/a															

Deliverable 2 - Revise Draft WMP and Submit Completed WMP: An (1) electronic copy of the completed WMP; (2) a separate electronic document with the feedback from City Staff from their review of the completed WMP and explanations of how FAU addressed the feedback; (3) a separate electronic document listing how and where in the completed WMP the Minimum Criteria listed above are met; and (4) a signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update. These four electronic documents comprising Deliverable 2 must be submitted to the Division for review no later than 15 months after the beginning of the Period of Performance.

If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division received from Deliverable 1, and then resubmit the WMP to the Division no later than 15 months after the beginning of the Period of Performance.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the four electronic documents comprising

Deliverable 2 no later than 15 months from the beginning of the Period of Performance before payment will be processed. The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:
All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.
All tasks shall be performed under the direct supervision of the Division.
The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	**Total Deliverable Value**	**Due Date**
Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP (Task 1)	$66,666.67	9 Months after beginning of POP
Deliverable 2 – Revise Draft WMP and Submit Completed WMP (Task 2)	$33,333.33	15 months after beginning of POP
Total	**$100,000.00**	

Financial Consequences for Non-Performance:
The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.
Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.
If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate the current agreement for the Sub-Recipient's project;
4. Withhold further agreements for the project; or
5. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Data Collection (Task 1)	3
Initial Flood Modelling (Task 1)	3
Preliminary Project Plan (Task 1)	3
Completed WMP (Task 2)	1
WMP Review (Task 2)	2
WMP Revisions (Task 2)	1
Division and Commission Approval (Task 2)	2
Total Period of Performance:	**15**

Total Period of Performance
The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends no later than December 31, 2023.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel	$25,000.00	$18,750.00	$6,250.00
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	$75,000.00	$56,250.00	$18,750.00
Other			
Project Total:	**$100,000.00**	**$75,000.00**	**$25,000.00**

Funding Summary Totals

Federal Share:	$75,000.00	75.00%
Non-Federal Share:	$25,000.00	25.00%
Total Project Cost:	**$100,000.00**	**100.00%**

Contract Number: H0879

Project Number: 4337-004-Pv

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF DANIA BEACH

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Dania Beach ("the Sub-Recipient") to modify Contract Number H0879, dated, March 9, 2023 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $75,000.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on December 31, 2023; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin March 9, 2023 and shall end September 30, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF DANIA BEACH

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
Watershed Master Planning Initiative
City of Dania Beach, Phase 2 FDEM Watershed Planning Grant
Scope of Work and Budget

Statement of Purpose

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-Recipient may use other materials provided by ISO and located at https://fema.gov. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual[1] and the 2021 Addendum to the Coordinator's Manual[2]). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.
Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP[3] under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:
Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):

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[1] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf
[2] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf
[3] See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf; the 2021 Addendum to the Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at https://fema.gov.

    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of existing drainage system
    c. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
    a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
    b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
    c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
    d. Determinations of the change in runoff from current to future, fully developed conditions
    e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
    a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:
    a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
    b. the impact of climate change and sea level rise on fully developed conditions
    c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
    d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
    e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.

8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

Jurisdiction Specific Comments for Task 1:
Task 1 for the Sub-Recipient grant includes the following Steps 1-6 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 1 through 6 with the responsible parties, deliverables, schedule, and payment schedule.

			Month														
Step	**Responsible Party**	**Deliverable**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Step 1- Background Info Gathering	FAU	Chapters 1 and 2 of the Watershed plan															
Step 2- Policy Documentation for HUCS	FAU	Chapter 3 of the Watershed plan															
Step 3- Risk Models for HUCS	FAU	Chapter 4 of the Watershed plan with all applicable modeling scenarios for the HUC and relationship to involved HUCs; drilldown to community issue modeling															
Step 4- Identifying Critical Areas/Solutions in HUCS	FAU	Update and completion of Chapter 4 and Chapter 5 of the Watershed plan with applicable modeling scenarios for the HUC															
Step 5- Action Plan	FAU	Chapter 6 of the Watershed plan – this should complete the planning document															
Step 6 - Submit for Staff Review	City Staff	Delivery and receipt of comments from staff for the planning document															

Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP: An (1) electronic copy of Chapters 1 through 6 of the preliminary Watershed Project Plan; (2) a separate electronic document with all comments from City staff from their review of Chapters 1 through 6 of the preliminary Watershed Project Plan; (3) a separate electronic document listing how and where in Chapters 1 through 6 of the preliminary Watershed Project Plan the Minimum Criteria listed above are met; and (4) a separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These four electronic documents must be submitted to the Division for review no later than 12 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com.
Payment for Deliverable 1 will occur once the Sub-Recipient has received feedback from the Division confirming that Chapters 1 through 6 of their preliminary Watershed Project Plan have been approved. To be approved, Chapters 1 through 6 of the preliminary Watershed Project Plan must show how all the listed Minimum Criteria are met, all comments from City staff must be submitted, and the Sub-Recipient's inventory of data must clearly explain what the Sub-Recipient had at the time of contract execution.
The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with Deliverable 1 no later than 12 months from the

beginning of the Period of Performance before payment will be processed.

Task 2 – Revise Draft WMP and Submit Completed WMP

After receiving feedback from the Division on the preliminary Project Plan from Task 1, the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.

Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.

Jurisdiction Specific Comments for Task 2:

Task 2 for the Sub-Recipient grant includes the following Steps 7-10 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 7 through 10 with the responsible parties, deliverables, schedule, and payment schedule.

			Month									
Step	**Responsible Party**	**Deliverable**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
Revise Draft WMP	FAU											
Step 7- Submit draft WMP to the Division for Review	Staff with FAU support	Chapter 6 of the Watershed plan – this should complete the planning document										
Revisions based on the Division's feedback	FAU											
Step 8 – Submit completed WMP	Staff with FAU support	n/a										
Step 9 - Commission Approval	Staff with FAU support	n/a										

<u>Deliverable 2 - Revise Draft WMP and Submit Completed WMP</u>: An (1) electronic copy of the completed WMP; (2) a separate electronic document with the feedback from City Staff from their review of the completed WMP and explanations of how FAU addressed the feedback; (3) a separate electronic document listing how and where in the completed WMP the Minimum Criteria listed above are met; and (4) a signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update. These four electronic documents comprising Deliverable 2 must be submitted to the Division for review no later than 20 months after the beginning of the Period of Performance.

If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division received from Deliverable 1, and then resubmit the WMP to the Division no later than 15 months after the beginning of the Period of Performance.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the four electronic documents comprising

Deliverable 2 no later than 15 months from the beginning of the Period of Performance before payment will be processed. The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:
All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.
All tasks shall be performed under the direct supervision of the Division.
The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	**Total Deliverable Value**	**Due Date**
Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP (Task 1)	$66,666.67	12 Months after beginning of POP
Deliverable 2 – Revise Draft WMP and Submit Completed WMP (Task 2)	$33,333.33	20 months after beginning of POP
Total	**$100,000.00**	

Financial Consequences for Non-Performance:
The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.
Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.
If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate the current agreement for the Sub-Recipient's project;
4. Withhold further agreements for the project; or
5. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Data Collection (Task 1)	4
Initial Flood Modelling (Task 1)	4
Preliminary Project Plan (Task 1)	4
Completed WMP (Task 2)	2
WMP Review (Task 2)	2
WMP Revisions (Task 2)	2
Division and Commission Approval (Task 2)	2
Total Period of Performance:	**20**

Total Period of Performance
The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends no later than September 30, 2024.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel	$25,000.00	$18,750.00	$6,250.00
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	$75,000.00	$56,250.00	$18,750.00
Other			
Project Total:	**$100,000.00**	**$75,000.00**	**$25,000.00**

Funding Summary Totals

Federal Share:	$75,000.00	75.00%
Non-Federal Share:	$25,000.00	25.00%
Total Project Cost:	**$100,000.00**	**100.00%**

City of Dania Beach
Community Development Memorandum

DATE: 1/9/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director

SUBJECT: Master Research Agreement between Florida Atlantic University and the City of Dania Beach. Amendment No. 2 – extension from FDEM re Watershed Planning Grant

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Request:
The Community Development Department ("Department") is requesting the City Commission to sign Amendment No. 2 to the Master Research Agreement with Florida Atlantic University (FAU).

Background:
The City entered into a Master Research Agreement with FAU on December 15, 2022 for the creation of a Watershed Master Plan in association with the Watershed Planning Grant awarded to the City by the Florida Division of Emergency Management (FDEM) in the amount of $100,000.

On December 16, 2022, the City signed Task Order No. 1 for period of performance upon execution of the FDEM contract through September 30, 2023. FDEM approved a three-month watershed grant extension and in accordance with the extension, the City executed Amendment No. 1 to the Master Research Agreement Task Order No. 1.

On November 20, 2023, FDEM approved an additional extension through September 30, 2024, for the City to provide additional time to respond to any comments received from the State and allow time for public outreach coordination.

Budgetary Impact
None

Recommendation
The Community Development Department recomends authorization and execution of the attached Amendment No. 2

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT #2 TO THE MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY FOR A NINE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 2022, City staff applied for the Watershed Planning Grant from the Florida Division of Emergency Management; and

WHEREAS, on November 21, 2022, the City Commission approved the City to enter into a grant agreement with the Florida Division of Emergency Management's Bureau of Mitigation; and

WHEREAS, on December 15, 2022, the City entered into Master Research Agreement #C-23-027 with Florida Atlantic University; and

WHEREAS, on September 28, 2023, the City executed Amendment #1 to the Master Research Agreement #C-23-027 extending the Agreement through December 31, 2023; and

WHEREAS, the Florida Division of Emergency Management's Bureau of Mitigation prioritizes flood risk management as an integral part of its mission; and

WHEREAS, the City timely submitted its report, but is awaiting comments from relevant agencies, which may revise the City's report and as such the City requires additional time to receive and incorporate those comments; and

WHEREAS, the State has no objection to the request for additional time for the above stated purpose; and

WHEREAS, the goals of the Watershed Master Planning Initiative are to assist local communities in developing a Watershed Master Plan for purposes of moving the City's rating up in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to amend the original Master Research Agreement #C-23-207 to allow for a nine-month extension.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute Amendment #2 to the Master Research Agreement #C-23-027 on behalf of the City of Dania Beach, Florida with Florida Atlantic University for a nine-month extension for the creation of a Watershed Master Plan.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City.

Section 4. That funding will be appropriated within the Grant Fund.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall take effect ten (10) days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT
 # C–23-027

This Agreement is made by and between FLORIDA ATLANTIC UNIVERSITY Board of Trustees, having its business address at 777 Glades Road, P.O. Box 3091, Boca Raton, Florida 33431-0991(hereinafter "UNIVERSITY") and City of Dania Beach, a government applicant, having its business address at 100 W. Dania Beach Blvd, Dania Beach, FL 33004 (hereinafter "SPONSOR").

SUBJECT

The purpose of this Agreement is to Further the research objectives of UNIVERSITY and SPONSOR.

IT IS AGREED:

Article 1.0 RESEARCH PROJECT

1.1 UNIVERSITY agrees to undertake certain research (hereinafter "PROJECT') specifically described in Task Orders issued by SPONSOR to UNIVERSITY. TASK ORDERS will be incorporated in the form attached hereto as Appendix A. Each TASK ORDER will at a minimum include this information:

a) A unique and sequential identification number.
b) A Statement of Work (SOW) providing sufficient and reasonable details of the work.
c) Period of Performance of the identified SOW.
d) Deliverables and due dates for the deliverables.
e) Amount of financial support being provided to UNIVERSITY.

1.2 The PROJECT and all work assignments shall be carried out under the direction of a designated PROJECT DIRECTOR (hereinafter "PROJECT DIRECTOR") while employed by UNIVERSITY, and by others (e.g. technician, graduate student, postdoctoral fellow, or faculty member, hereinafter collectively referred to as PERSONNEL), as assigned by PROJECT DIRECTOR.

1.3 UNIVERSITY agrees that there shall be no change of PROJECT DIRECTOR without prior written approval of SPONSOR.

Article 2.0 TERM

2.1 The term of this Agreement extends for a period beginning on October 1, 2022 and continuing through September 30, 2027.

2.2 It is understood that each TASK ORDER will have its own TERM, but the period of

performance must be within the TERM of the Master Agreement. The Master Agreement may be extended for additional periods of time under terms mutually agreed upon in writing in a duly executed amendment to this agreement.

Article 3.0 FACILITIES AND EQUIPMENT

3.1 UNIVERSITY agrees to furnish such available laboratory facilities and equipment as it shall determine necessary for the PROJECT, other than that specifically provided by SPONSOR under this Agreement.

3.2 Parties agree that all equipment and supplies purchased with funds obtained as a result of this Agreement become the property of the UNIVERSITY.

Article 4.0 PAYMENT

4.1 This Master Agreement does not authorize UNIVERSITY to perform work nor to spend any funds. The funding will be noted and authorized in each TASK ORDER and a payment schedule will be specified for each TASK ORDER.

The foregoing payment by SPONSOR is acknowledged to be full and complete compensation for all work and obligations assumed under this Agreement.

Checks will be made payment to: Florida Atlantic University

Mail checks to: Florida Atlantic University
P.O. Box 198660
Atlanta, GA 30384-8660

The cost of these services will not exceed One Hundred Thousand Dollars ($100,000), payable pursuant to TASK ORDERS.

Article 5.0 REPORTS

5.1 The PROJECT DIRECTOR shall furnish SPONSOR with written reports and/or deliverables according to the schedule outlined in each TASK ORDER.

Article 6.0 PUBLICATION

6.1 SPONSOR recognizes that under University policy, the PROJECT results are non-confidential and agrees that PERSONNEL engaging in the PROJECT shall be permitted to present or publish at their own choosing, methods and results of the PROJECT, provided, however, that SPONSOR shall have been furnished copies of any proposal presentation or publication thirty (30) days in advance for review for patentable items or items deemed confidential as defined in article 7.0.

6.2 If SPONSOR believes that any planned publication contains a patentable development and wishes UNIVERSITY to file a patent application, upon written notice to UNIVERSITY, submission of such manuscript for publication shall be delayed for a reasonable time, not to exceed sixty (60) days, to permit the filing of a patent application(s) by UNIVERSITY.

6.3 Nothing in this Agreement shall entitle UNIVERSITY to disclose to others or publish any information disclosed to UNIVERSITY by SPONSOR which is confidential within the meaning of article 7.0 without the prior written approval of SPONSOR.

Article 7.0 CONFIDENTIALITY

7.1 UNIVERSITY acknowledges that SPONSOR may wish to disclose information which sponsor considers confidential, in furtherance of the PROJECT. SPONSOR acknowledges that UNIVERSITY has no mechanism to maintain or guarantee the confidentiality of information and cannot sustain liability for inadvertent or other disclosure of confidential information. These considerations notwithstanding, if any such information is disclosed by SPONSOR it shall be clearly marked "confidential information" and furnished in writing only to the PROJECT SUPERVISOR or orally disclosed to the PROJECT SUPERVISOR and reduced to writing by the SPONSOR within thirty (30) days of disclosure. Confidential information shall remain the property of the SPONSOR and for a period of three (3) years from the end of the Agreement shall not be used or disclosed to others except in furtherance of this Agreement. The foregoing obligation of non-use and non-disclosure shall not apply to:

a) Information which at the time of disclosure is in the public domain;

b) Information which after disclosure is published or otherwise becomes part of the public domain through no fault of the PROJECT SUPERVISOR;

c) Information which was in the possession of the PROJECT SUPERVISOR at the time of disclosure and was not acquired from SPONSOR under an obligation of confidentiality; or

d) Information which SPONSOR provides written permission to disclose.

Article 8.0 PATENT AND OTHER RIGHTS AND LICENSE OPTIONS

8.1 UNIVERSITY agrees to notify sponsor of any invention made by UNIVERSITY hereunder within thirty (30) days after receipt of an invention disclosure from the inventor.

8.2 UNIVERSITY shall retain all rights to inventions or discoveries, patentable or not, conceived solely by UNIVERSITY and shall prepare and prosecute all related patent applications. SPONSOR shall retain all rights to inventions or discoveries, patentable or

not, conceived solely by SPONSOR. Inventions or discoveries, patentable or not, made jointly by SPONSOR and UNIVERSITY shall be jointly owned by SPONSOR and UNIVERSITY, and UNIVERSITY shall prepare and prosecute all related patent applications and SPONSOR shall reimburse UNIVERSITY for one-half of the expense of all filing, prosecution and maintenance costs for all such patent applications and all issued patents. UNIVERSITY grants SPONSOR an option to secure an exclusive license to UNIVERSITY'S rights to said jointly-owned inventions and discoveries. The provisions of article 8.3, 8.4, 8.5, 8.6 and 8.7 shall apply to such an option.

8.3 SPONSOR shall indicate to UNIVERSITY in writing, within thirty (30) days of receipt of invention disclosure, whether it wishes UNIVERSITY to file a patent application on the invention, if applicable, or whether it wishes UNIVERSITY to register a copyrightable material.

8.4 UNIVERSITY agrees to grant and hereby grants SPONSOR an option to secure a royalty-bearing license under reasonable terms, with the right to make, use and sell, have made and have used, the claimed invention of any patent which is based on any invention conceived and reduced to practice during the term of this Agreement. Such option shall be in effect and exercisable for ninety (90) days from the date of filing of a U.S. patent application under this Agreement or for ninety (90) days from the date of receipt of notice of such a filing by SPONSOR whichever date is earlier.

8.5 The license, which will be exclusive, will include a royalty rate in an amount to be negotiated in good faith by both UNIVERSITY and SPONSOR at the time SPONSOR decides to exercise its option. SPONSOR shall have the rights under the license to sublicense and shall have the sole right to designate the terms of any sublicense, provided that UNIVERSITY shall receive, at a minimum, the royalty rate expressed in the license between UNIVERSITY and SPONSOR, and fifty percent (50%) of any other remuneration received by SPONSOR from sub-licensees.

8.6 At the time of exercise of the option, SPONSOR shall indicate in which foreign countries it wants a patent application filed. Rights to such foreign countries shall be included in the patent rights under any license between UNIVERSITY and SPONSOR.

8.7 SPONSOR shall reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all patent applications and all issued patents filed at the request of SPONSOR. Any such patent applications shall become part of the patent rights in any license between UNIVERSITY and SPONSOR. SPONSOR shall also reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all other patent applications and issued patents which become part of the patent rights in any license Agreement between UNIVERSITY and SPONSOR.

Article 9.0 TERMINATION

9.1 Either party may terminate this Master Agreement prior to the designated term by giving thirty (30) days written notice to the other. Terminating this Master Agreement will also terminate all TASK ORDERS that are still active unless the parties agree that the active Scopes of Work will be completed in which event those active projects will be completed under the terms of this Agreement and no further work will be accepted.

9.2 Upon early termination of this Master Agreement and TASK ORDERS, SPONSOR shall pay all costs accrued by UNIVERSITY as of the date of termination including non-cancelable obligations for the term of the Agreement, which shall include all appointments of research staff incurred prior to the effective date of the termination.

Article 10.0 LIABILITY AND NEGATION OF WARRANTY

10.1 Each party will be responsible for its own negligent acts or omissions, and the negligent acts or omissions of its officers, employees, servants, and agents when acting within the scope of their employment or agency, and each party agrees to be liable for any damage or injury resulting from said negligent acts or omissions, subject to the limitations provided under Section 768.28 of the Florida Statutes. Nothing contained herein, or in any term or condition contained within this Agreement shall be construed or interpreted as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) consent by a party to be sued except as authorized under Section 768.28 of the Florida Statutes; (3) a waiver of sovereign immunity; or (4) constituting a hold harmless agreement.

10.2 UNIVERSITY makes no representation other than those specified in this Agreement. UNIVERSITY makes no express or implied warranties of merchantability of fitness for any particular purpose of data or technical information derived from this RESEARCH PROJECT.

Article 11.0 ASSIGNMENT

11.1 This Agreement may not be assigned by SPONSOR without the prior written Agreement of UNIVERSITY.

Article 12.0 PUBLICITY

12.1 SPONSOR and UNIVERSITY agree that they will not use the name of the other party, nor of any member of ITS PERSONNEL, in any publicity, advertising, or news release without the prior written approval of the other.

Article 13.0 NOTICES

13.1 Notices, invoices, payments and other communications hereunder shall be deemed to have been made when delivered, sent by telex or telegram, or when mailed first class, postage prepaid, and addressed to the party at the address given below, or such other address as may hereafter be designated by notice in writing:

SPONSOR:

Name: City of Dania Beach, Florida
Address: 100 W. Dania Beach Blvd
Dania Beach, FL, 33004
Phone: (954) 924-6805 x 3645
e-mail: enorena@daniabeachfl.gov

FLORIDA ATLANTIC UNIVERSITY

For Administrative matters:

Miriam Campo
Assistant VP for Research
Office of Sponsored Programs
Division of Research
Florida Atlantic University
777 Glades Road, ADM 310
Boca Raton, Florida 33431-0991
campom@fau.edu

For Technical matters:

Principal Investigator: Hongbo Su
Address 777 Grades Load
Boca Raton, Florida 33431
(239) 250-2423
fbloetsc@fau.edu

Article 14.0 MISCELLANEOUS

14.1 UNIVERSITY and SPONSOR agree that the PROJECT SUPERVISOR AND PERSONNEL are acting as employees of UNIVERSITY and not as agents or employees of SPONSOR.

14.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors.

14.3 Mediation/Venue/Jurisdiction/Legal Fees. All claims, counterclaims, disputes and other matters in question between SPONSOR and UNIVERSITY arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. To be clear, should mediation fail, all claims, counterclaims, disputes and other matters in question between SPONSOR and UNIVERSITY arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to litigation in a court of competent jurisdiction in Florida. **IN ANY LITIGATION, THE PARTIES AGREE TO EACH WAIVE ANY TRIAL BY JURY OF ANY AND ALL ISSUES. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.**

Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement. Each party shall be responsible for its own legal fees and costs.

14.4 This Agreement may not be assigned by the SPONSOR without the written permission of UNIVERSITY.

14.5 This Agreement embodies the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

14.6 No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by their duly authorized employees.

14.7. Upon termination of this Agreement, neither party shall have any liability to the other, except for any provisions of this Agreement which by their nature extend beyond the termination or expiration until fulfilled and shall bind the parties and their legal representatives, successors and assigns.

14.8 The parties shall abide by the Financial Conflict of Interest (FCOI) federal regulations (42 CFR Part 50 Subpart F and 45 CFR Part 94) revised effective September 26, 2011.

The parties hereto have caused this Agreement to be executed by duly authorized representatives effective as of the later date indicated below:

CITY OF DANIA BEACH, FLORIDA

Archibald J. Ryan IV Digitally signed by Archibald J. Ryan IV Date: 2022.12.14 17:04:12 -05'00'

Name: Archibald J. Ryan IV

Title: Mayor

Date: December 14, 2022

Ana M. Garcia Digitally signed by Ana M. Garcia Date: 2022.12.13 10:48:56 -05'00'

Name: Ana M. Garcia, ICMA-CM

Title: City Manager

ATTEST:

Thomas Schneider Digitally signed by Thomas Schneider Date: 2022.12.14 17:04:50 -05'00'

Thomas Schneider, CMC
City Clerk

Approved as to Legal Form and Correctness:

Eve A. Boutsis Digitally signed by Eve A. Boutsis Date: 2022.12.13 09:40:33 -05'00'

Eve A. Boutsis, City Attorney

FLORIDA ATLANTIC UNIVERSITY

Miriam Campo

Name: Miriam Campo

Title: Assistant VP for Research

Date: Dec 15, 2022

APPENDIX A

FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT
TASK ORDER NO. XX

This TASK ORDER is issued under Master Research Agreement No. C-23-027, between Florida Atlantic University and the City of Dania Beach, Florida.

TO Issue Date:

Principle Investigator:

Project Title:

Period of Performance:

Funding Amount for this Task: $

Payment Schedule:

Deliverables:

The Statement of Work, line item budget and a budget justification are attached.

All the terms and conditions of the Master Research Agreement between UNIVERSITY AND SPONSOR shall apply in full to this TASK ORDER.

IN WITNESS WHEREOF, the parties have agreed and do hereby enter into this TASK ORDER.

SPONSOR

_____

Name: Archibald J. Ryan IV
Title: Mayor
Date: _____

FLORIDA ATLANTIC UNIVERSITY

_____

Name: Miriam Campo
Title: Assistant VP for Research
Date: _____

Approved as to Legal Form and Correctness

_____

Eve A. Boutsis, City Attorney

TASK ORDER NO. XX

STATEMENT OF WORK

TASK ORDER NO. XX

BUDGET AND BUDGET JUSTIFICATION

FAU Master Research Agreement for Creation of a Watershed Master Plan REVISED signed by Dania Beach

Final Audit Report 2022-12-15

Created:	2022-12-15
By:	Pamela Gale (pgale@fau.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUyYjkbS9AE4RtfgIqgS06MRvAeq_U4oX

"FAU Master Research Agreement for Creation of a Watershed Master Plan REVISED signed by Dania Beach" History

Document digitally presigned by Eve A. Boutsis (eboutsis@daniabeachfl.gov)
2022-12-13 - 2:40:33 PM GMT

Document digitally presigned by Ana M. Garcia (agarcia@daniabeachfl.gov)
2022-12-13 - 3:48:56 PM GMT

Document digitally presigned by Archibald J. Ryan IV (AJRyan@daniabeachfl.gov)
2022-12-14 - 10:04:12 PM GMT

Document digitally presigned by Thomas Schneider (tschneider@daniabeachfl.gov)
2022-12-14 - 10:04:50 PM GMT

Document created by Pamela Gale (pgale@fau.edu)
2022-12-15 - 6:54:39 PM GMT

Document emailed to Miriam Campo (campom@fau.edu) for signature
2022-12-15 - 6:56:25 PM GMT

Email viewed by Miriam Campo (campom@fau.edu)
2022-12-15 - 7:49:30 PM GMT

Document e-signed by Miriam Campo (campom@fau.edu)
Signature Date: 2022-12-15 - 7:49:40 PM GMT - Time Source: server

Agreement completed.
2022-12-15 - 7:49:40 PM GMT

Adobe Acrobat Sign

APPENDIX A

FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT
TASK ORDER NO. 1

This Task Order is issued under Master Research Agreement No. C-23-227, between Florida Atlantic University ("UNIVERSITY") and City of Dania Beach ("SPONSOR")

Issue Date: December 15, 2022

Principle Investigator: Hongbo Su

Project Title: Phase 2 FDEM Watershed Planning Grant

Period of Performance: Upon execution of the FDEM contract through September 30, 2023

Funding Amount for this Task: $ 75,000

Payment Schedule: Completion of deliverable 1 $50,000
Completion of deliverable 2 $25,000

Deliverables:

- Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP (Task 1)
- Deliverable 2 – Revise Draft WMP and Submit Completed WMP (Task 2)

The Statement of Work, line item budget, and a budget justification are attached.

All the terms and conditions of the Master Agreement between UNIVERSITY AND SPONSOR shall apply in full to this Task Order.

IN WITNESS WHEREOF, the parties have agreed and do hereby enter into this Task Order.

SPONSOR – CITY OF DANIA BEACH

Ana M. Garcia Digitally signed by Ana M. Garcia Date: 2022.12.16 13:56:12 -05'00'

Name: Ana M. Garcia
Title: City Manager, ICMA-CM
Date: 12/16/2022

UNIVERSITY

Name: Miriam Campo
Title: Assistant VP for Research
Date:

Approved as to Legal Form and Correctness

Eve A. Boutsis Digitally signed by Eve A. Boutsis Date: 2022.12.16 11:22:55 -05'00'

Eve A. Boutsis, City Attorney

Statement of Work for Phase 2 FDEM Watershed Planning Grant

Scope of Work:

For Phase 2, FDEM will coordinate with Sub-recipients to produce a Watershed Master Plan (WMP) for credit under the Community Rating System (CRS). In Phase 1, a pilot project was completed that consisted of research, the creation of a framework and guidance documents that ensure a consistent statewide approach to WMP development.

Sub-recipients under the Watershed Planning Initiative will use the Phase 1 guidance materials to produce a Watershed Master Plan for credit under CRS. Phase 1 materials can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-recipient will finalize the process by receiving approval from ISO/CRS that the created WMP is sufficient to receive credits under CRS 452.b. Tasks necessary to the completion of a Phase 2 include:

Task 1 – Creation of preliminary scope of work, initial flood modeling & submission of draft WMP to CRS officials for approval. The flood modeling should consider evaluations of the watershed's runoff response from design storms under current and predicted future conditions and assessments of the impacts of sea level rise and climate change. Preliminary modeling should include 10-, 25- & 100-year storm events. This initial scope of work and WMP draft should include preliminary modeling of the 10-, 25- and 100-year storm events, an inventory of the ground characteristics and data availability, existing regulations and plans in place, a description of vulnerable areas or areas of interest, a list of potential solutions, and a brief description of future actions plans.

Task 2 – Submit final WMP & CRS approval. After receiving feedback and approval on the sub-recipient's scope of work and flood modeling submission in Task 1 from FDEM and CRS officials, the sub-recipient will finalize the flood modeling process and complete their WMP. At a minimum, the modeling and WMP must include 10, 25 & 100 year storm events—or model sea level rise—to receive credit through CRS element 452.b. The sub-recipient will update their CRS plan and submit the updated prospective point total to CRS to receive points for element 452.b. The sub-recipient will submit the updated CRS plan to CRS for approval at the same time as they submit their final WMP to CRS for approval. If revisions are necessary. The subrecipient will correct and re-submit for CRS approval.

FDEM's grant process includes the previously stated Task 1 and Task 2. Task 1 for the subrecipient grant includes the following sub-Tasks 1-6 which will be performed by FAU under subcontract.

Task 1- Background Information Gathering
Task 2- Policy Documentation for HUCS
Task 3- Risk Models for HUCS)
Task 4- Identifying Critical Areas/Solutions in HUCS
Task 5- Action Plan
Task 6 - Submit for Staff Review
Task 7 - Submit to NFIP for Review

Task 8 – Update CRS submission
Task 9 - Commission Approval
Task 10 – Progress reports to FDEM

Interim documentation will be provided for submission for initial commentary at the 75% stage of Tasks 1 to 5. FAU will complete Tasks 1-5 based on feedback from NFIP reviewers as a part of Subrecipient Task 2 in the FDEM RFP and provide support for sub-Tasks 7 to 9 which are a part of the Task 2 in the FDEM guidance. Each work task is outlined in the following paragraphs.

Task 1 - Background Information

Watershed Master Plans (WMPs), as conceived by the National Flood Insurance Program (NFIP) Community Rating System (CRS) program, provide an outline for communities to reduce local flood risk. According to the CRS Coordinator's Manual 2021 Addendum (FEMA, 2021), "the objective of watershed master planning is to provide communities within a watershed with a tool they can use to make decisions that will reduce flooding from development on a watershed-wide basis." Successful watershed master plans (WMPs) consist of the following activities (Association of State Floodplain Managers, 2020):

1. Evaluation of the watershed's runoff response from specific design storms under current and predicted future conditions
2. Assessment of the impacts of sea level rise and climate change
3. Identification of wetlands and other natural areas throughout the watershed
4. Protection of natural channels
5. Implementation of regulatory standards for new development such that peak flows and volumes are sufficiently controlled
6. Specific mitigation recommendations to ensure that communities are resilient in the future
7. A dedicated funding source to implement the mitigation strategies recommended by the plan

The process begins by first characterizing the watershed. A balanced approach is needed to obtain watershed-related information with the relevant precision. For example, groundwater is relevant when the ground and surface waters are directly connected, and the soil may lack capacity for infiltration storage. Geology, hydrogeology, land use, canals and other water bodies, and historical changes to the surface may be relevant to create the watershed description. A summary of the local communities involved in each HUC will be developed. Topographic features, uplands, wetlands, and shorelines will be delineated along with current flood maps. Other requirements are growth projections and mitigation strategies at the various scales (watershed, regional, and local) to limit increasing flood risk. FAU will collect the necessary data to be able to generate the mapping products needed for watershed master planning activities.

DELIVERABLE: Chapters 1 and 2 of the Watershed plan

Task 2 - Policy Documentation for HUCs

A Watershed Master Plan should be cognizant of applicable regulatory guidelines, ordinances, and public policies that relate to water management within the study area. It is important that the WMP identify the control actions, management practices, and regulations as well as the agencies that have authority and jurisdiction, as applicable to the study area. These will include regulatory standards for new development such that peak flows and volumes are sufficiently controlled and regulations that prohibit development,

alteration, and modification of existing natural channels are in place. The universe of existing regulations includes federal, state, tribal, regional, and local rules. FAU with assistance from the communities in the study area will identify the necessary documents including the Local Mitigation Strategy (LMS) plan and previous CRS credit reviews, as well as minimum flows and levels and flow volumes, as applicable.

DELIVERABLE: Chapter 3 of the Watershed plan

Task 3 - Risk Models for HUCS

Modeling and assessment of vulnerability focused on the combination of a high water table, low soil storage, heavy rains, flat topography, and impervious conditions that can lead to localized nuisance flooding events. Modeling at the screening level is needed to identify areas of the watershed that are at risk. FAU will use a screening tool to identify regions with elevated risk of inundation based on multiple collected datasets and hydrological modeling. The screening tool utilizes topographic data from various sources, water table elevations, tidal information for coastal areas obtained from the NOAA Current & Tides website, soil maps obtained from the USDA, and other key datasets. **Error! Reference source not found.**1 shows how the GIS layers interface in the tool, and how they are combined for spatial analysis. The model chosen for this screening tool is Cascade 2001, which is a multi-basin hydrologic/hydraulic routing model developed by the South Florida Water Management District. The model permits the investigator to analyze different storm events and flooding scenarios. The following data layers collected during Task 1 activities are processed to develop the input files for Cascade 2001.

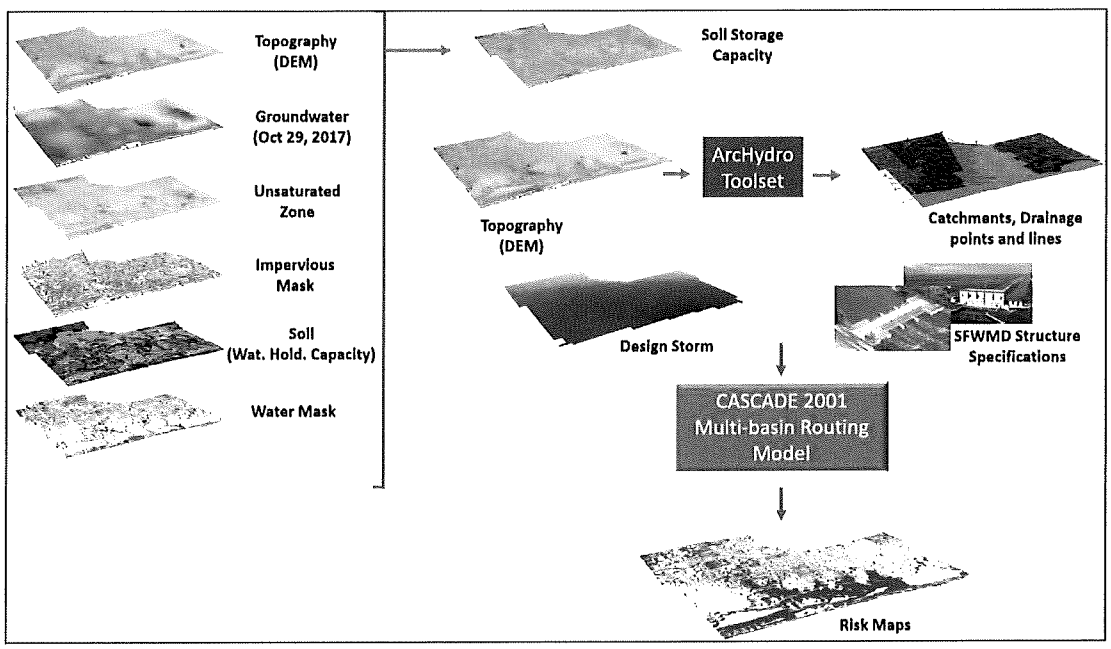


Figure 2.1. Screening tool methodology for creating flood risk maps

FAU will conduct map development activities that address the required design storms including 5-, 10-, 25- and 100-year floods, plus the 3-day, 25-year storm event, with 1, 2, 3, 4 and 5 ft of sea level rise and king tides, as applicable. At a minimum, the modeling and WMP must include 10-, 25- & 100-year storm events—or model sea level rise—to receive credit through CRS element 452.b. Note that understanding build-out and the impacts build-out has on drainage are factors that must be considered in modeling which must come from the underlying local communities. This is the watershed master planning assessment.

DELIVERABLE: Chapter 4 of the Watershed plan with all applicable modeling scenarios for the HUC and relationship to involved HUCs; drilldown to community issue modeling

Task 4- Identifying Critical Areas/Solutions in the HUCs

Once areas at risk have been identified in the watershed master planning assessment, Task 4 is designed to identify potential mitigation measures to improve community resilience and flood protection. The process starts with narrowing down the feasible engineering alternatives using threshold criteria and quantifiable selection criteria that include measures of effectiveness, cost, and added benefit to the community. At the center of these planning efforts should also exist the provision for an adequate drainage system, designed to accommodate an increased volume of water and/or increased peak flows. Current capital plans, stormwater master plans, capital projects etc. will be identified. Local governments have these documents which will be secured in Task 2.

For this document, 35 solutions referred to as the "Periodic Table" menu of green and grey infrastructure technologies (**Error! Reference source not found.**2.2) will be referenced as applicable. Improvements like pump stations, changing weir elevations, larger pipes and coastal sea walls are major hardening efforts that can be modeled in Cascade 2001.

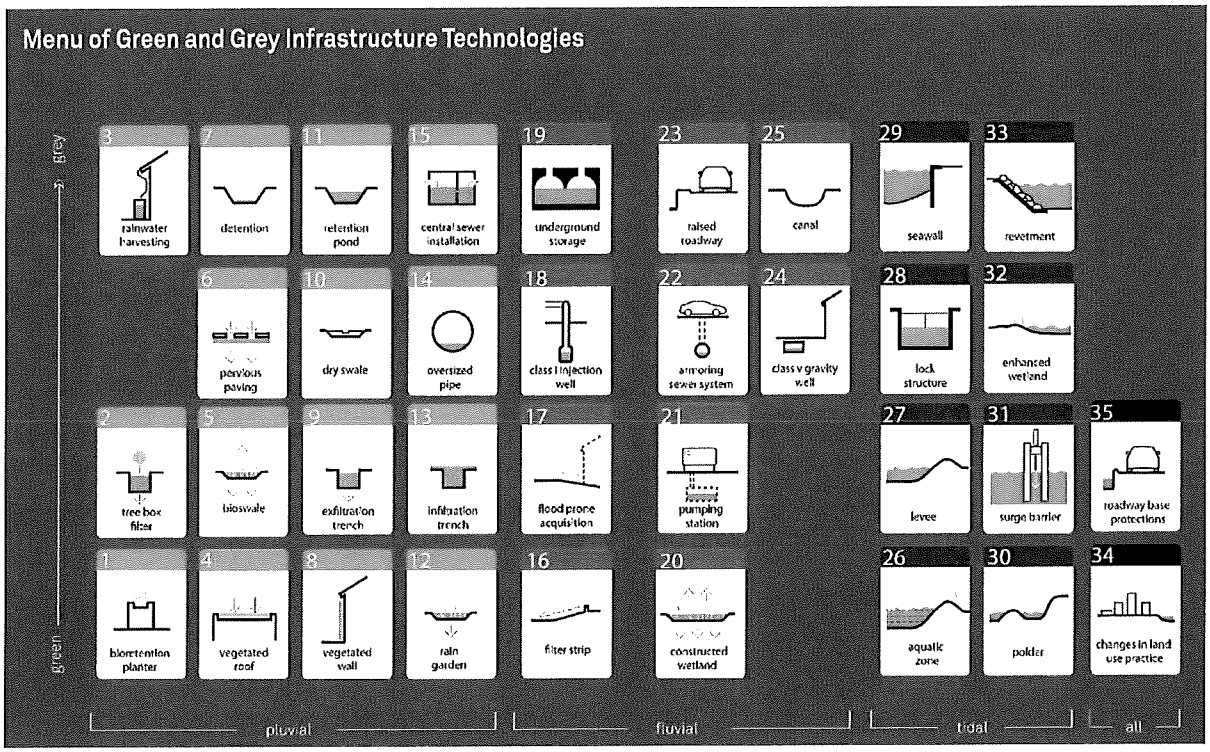


Figure 2.2. "Periodic table" menu of green and grey infrastructure technology options. The menu is organized to address various flooding types, from *pluvial* (rainfall and runoff mitigation in upland areas), *fluvial* (runoff, high ground water, and surface water management in low-lying flood prone areas), *tidal* (flooding associated with storm surge, high ground water, and tidally influenced), and *all* (applies across the spectrum).

DELIVERABLE: Update and completion of Chapter 4 and Chapter 5 of the Watershed plan with applicable modeling scenarios for the HUC

Task 5- Action Plan

The key components of the implementation phase are: 1) the implementation team, 2) information/education, 3) capital improvement projects, 4) maintenance, 5) monitoring, and 6) evaluation and adjustments. A watershed implementation team made up of key stakeholder partners from the planning team, particularly those whose responsibilities include making sure tasks are being implemented, reviewing monitoring data, ensuring technical assistance in the design and installation of management measures, finding new funding sources, and communicating results to the public.

DELIVERABLE: Chapter 6 of the Watershed plan – this should complete the planning document

Task 6 – Submit Draft Plan to Staff for Review

FAU will submit the draft WMP to staff for review and comments. Feedback will be addressed in a timely fashion, prior to Task 7.

DELIVERABLE: Delivery and receipt of comments from staff of the planning document

Task 7 – Submit Draft plan to FDEM and NFIP Staff for Review

FAU will support the subrecipient's submission of the draft plan to staff at NFIP for review and comments. Feedback will be addressed in a timely manner so that Task 8 can be pursued. Note FAU has no control over the length of time that NFIP staff and FDEM staff require to review the draft WMP documents.

DELIVERABLE: Chapter 6 of the Watershed plan – this should complete the planning document

Task 8 – Update CRS submission

FAU will support the subrecipient's submission of revised CRS plan to staff at NFIP for review and comments. Feedback will be addressed in a timely manner so that Task 9 can be pursued. Note FAU has no control over the length of time that NFIP staff and FDEM staff require to review the draft WMP documents.

DELIVERABLE: n/a

Task 9 – Commission approval

FAU will support the subrecipient's submission of the draft WMP to its governing board for approval. If the subrecipient desires FAU faculty presence, this will be coordinated with FAU.

DELIVERABLE: n/a

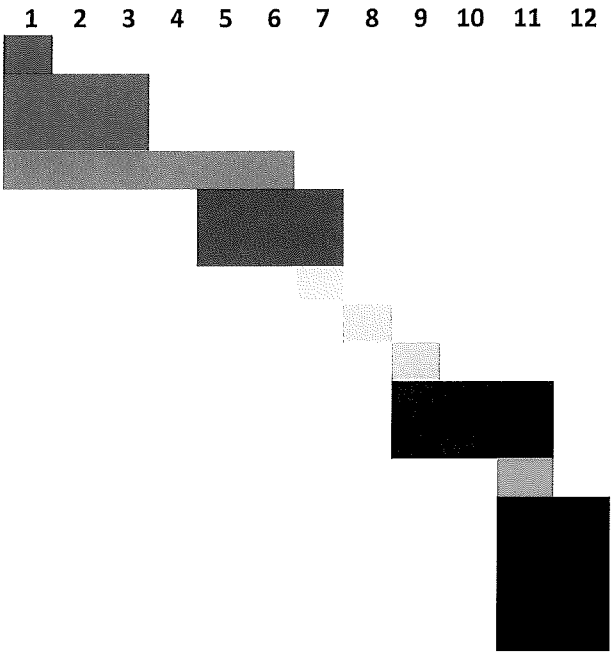
Task 10 – Progress reports to FDEM

FAU will support the Subrecipient's submission of quarterly and monthly reports. To wit, FAU will prepare said reports and submit them to the Subrecipients as outlined in the Subrecipient's grant.

DELIVERABLE: Quarterly and monthly reports

Sub-Task Schedule (time in Month)

Sub-Task	Resp Party
Task 1- Background Info Gathering	FAU
Task 2- Policy Documentation for HUCs	FAU
Task 3- Risk Models for HUCs	FAU
Task 4- Identifying Critical areas/Solutions in HUCs	FAU
Task 5- Action Plan	FAU
Task 6 - Submit for Staff Review	Staff
Revisions	FAU
Task 7- Submit to NFIP for Review	Staff w FAU support
Revisions	FAU
Task 8-Update CRS submission	Staff w FAU support
Task 9- Commission Approval	Staff w FAU support



FAU Watershed Budget – City of Dania Beach		
Classification	**Cost**	**Effort**
Faculty Salary + Fringe	$12,674	0.8 Months
Project Coordinator Salary + Fringe	$2,411	0.4 Months
IT Personnel Salary + Fringe	$3,534	0.4 Months
Research Assistant - MS	$23,000	20 hours/Week
Research Assistant - Ph.D.	$12,500	10 hours/week
Tuition	$11,480	
Computer Hardware/Software	$2,900	
Travel and Supplies	$296	
Graduate RA Training	$2,634	
Total Direct Cost	**$71,429**	
Indirect Cost (5%)	**$3,571**	
Total	**$75,000**	

Senior Personnel

Budget requests summer salary/fringe for PI Dr. Hongbo Su and Co-PIs Dr. Daniel Meeroff, Dr. Yan Yong, Dr. Frederick Bloetscher, and Dr. Weibo Lu. The FAU negotiated fringe rate for faculty is 29.7 percent.

Project Coordinator & IT Personnel

Budget requests salary and fringe for project coordinator and IT personnel to work on the deliverables of the project. The FAU negotiated fringe rate for administrative managerial personnel is 37.2 percent.

Graduate Research Assistants

Budget requests salary for a MS and PhD student to work on the deliverables of the project. There is no fringe for students.

Domestic Travel

Budget requests funds for domestic travel to project sites and professional meetings

Supplies

Budget requests funds for supplies needed to complete the deliverables of the project.

Computer hardware/software

Budget requests funds for computer hardware/software. Cost shared with other projects for stand-alone servers

Graduate Research Assistants Training

Budget requests graduate research assistants' training on report writing and communication skills.

Tuition

Budget requests tuition for MS and PhD graduate research assistants. Tuition is for 36 graduate credits with $303.71/credit plus 5% tuition increase.

Indirect Cost

Indirect cost is calculated at the sponsor's approved rate of 5% of total direct cost.

AMENDMENT #1
TO
MASTER RESEARCH AGREEMENT C-23-227
TASK ORDER NO: 1
BETWEEN
FLORIDA ATLANTIC UNIVERSITY
AND
CITY OF DANIA BEACH

The TASK ORDER issued under Master Research Agreement No. C-23-227, between Florida Atlantic University ("UNIVERSITY") and City of Dania Beach ("SPONSOR") which was fully executed on March 14, 2023, is hereby amended to reflect the following modification:

Replace Period of Performance with the following:

Period of Performance: Upon execution of the FDEM contract through December 31, 2023.

Except as hereby modified, all other terms and conditions of the Task Order remain unchanged and in full force.

In WITNESS OF THE FOREGOING, the parties have signed this AMENDMENT, effective on the last date appearing below.

FLORIDA ATLANTIC UNIVERSITY

Miriam Campo

Name: Miriam Campo

Title: Assistant Vice President for Research

Date: August 23, 2023

SPONSOR - CITY OF DANIA BEACH

Ana M. Garcia Digitally signed by Ana M. Garcia Date: 2023.09.28 11:44:00 -04'00'

Name: Ana M. Garcia, ICMA-CM

Title: City Manager

Date: 9/28/2023

Agreement Amendment#1 – C-24-055
Revised: August 3, 2023

Approved as to Legal Form and Correctness

Eve A. Boutsis Digitally signed by Eve A. Boutsis Date: 2023.09.28 11:20:54 -04'00'

Eve A. Boutsis, City Attorney

APPENDIX A

FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT
TASK ORDER NO. 1

This Task Order is issued under Master Research Agreement No. C-23-227, between Florida Atlantic University ("UNIVERSITY") and City of Dania Beach ("SPONSOR")

Issue Date: December 15, 2022

Principle Investigator: Hongbo Su

Project Title: Phase 2 FDEM Watershed Planning Grant

Period of Performance: Upon execution of the FDEM contract through September 30, 2023

Funding Amount for this Task: $ 75,000

Payment Schedule: Completion of deliverable 1 $50,000
Completion of deliverable 2 $25,000

Deliverables:

- Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP (Task 1)
- Deliverable 2 – Revise Draft WMP and Submit Completed WMP (Task 2)

The Statement of Work, line item budget, and a budget justification are attached.

All the terms and conditions of the Master Agreement between UNIVERSITY AND SPONSOR shall apply in full to this Task Order.

IN WITNESS WHEREOF, the parties have agreed and do hereby enter into this Task Order.

SPONSOR – CITY OF DANIA BEACH

Ana M. Garcia Digitally signed by Ana M. Garcia Date: 2022.12.16 13:56:12 -05'00'

Name: Ana M. Garcia
Title: City Manager, ICMA-CM
Date: 12/16/2022

UNIVERSITY

Miriam Campo

Name: Miriam Campo
Title: Assistant VP for Research
Date: March 14, 2023

Approved as to Legal Form and Correctness

Eve A. Boutsis Digitally signed by Eve A. Boutsis Date: 2022.12.16 11:22:55 -05'00'

Eve A. Boutsis, City Attorney

AMENDMENT #2
TO
MASTER RESEARCH AGREEMENT C-23-227
TASK ORDER NO: 1
BETWEEN
FLORIDA ATLANTIC UNIVERSITY
AND
CITY OF DANIA BEACH

The TASK ORDER issued under Master Research Agreement No. C-23-227, between Florida Atlantic University ("UNIVERSITY") and City of Dania Beach ("SPONSOR") which was fully executed on March 14, 2023, is hereby amended to reflect the following modification:

Replace Period of Performance with the following:

Period of Performance: Upon execution of the FDEM contract through September 30, 2024.

Except as hereby modified, all other terms and conditions of the Task Order remain unchanged and in full force.

In WITNESS OF THE FOREGOING, the parties have signed this AMENDMENT, effective on the last date appearing below.

FLORIDA ATLANTIC UNIVERSITY	**SPONSOR - CITY OF DANIA BEACH**
Miriam Campo	
Name: Miriam Campo	Name:
Title: Assistant Vice President for Research	Title:
Date: 11/8/2023	Date:

Agreement Amendment #2 – C-24-150
Revised: August 3, 2023

City of Dania Beach
Community Development Memorandum

DATE: 1/9/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: **TX-083-23:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code establishing development review procedures and regulations for affordable housing projects utilizing Live Local, Florida Statue 420 (FIRST READING).

Request:
The Community Development Department is requesting an amendment to the City's Land Development Code (LDC) to establish development regulations for residential development in commercial and industrially zoned districts from the Development Review Procedures and Requirements regulations.

Background:
The State of Florida adopted Chapter 2023-17, Laws of Florida, effective July 1, 2023, known as the Live Local Act (the "Act"), which among other things is designed to streamline and incentivize affordable housing within the State of Florida.

The Act preempts certain use, density, and height regulations and imposes various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least forty percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes.

The benefits afforded by the Act are only available to developments that provide certain threshold levels of affordable multi-family housing, which housing units are further required to remain affordable for at least thirty (30) years, but the Act is silent on issues related to compliance reporting, monitoring, and enforcement of the mandatory affordability requirements applicable to these developments.

The Act requires that an affordable housing project proposed under the Act must be administratively approved, without further action by the governing body, if the development satisfies the City's Land Development Regulations and is consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable densities, height, and land use (which are established in, and preempted by, the Act), and complies with all other

applicable requirements of state and local law.

The Act provides that the City must consider the possibility of reducing parking requirements for projects developed under the Act if the project is located within one-half mile of a major transit stop, as defined in the City's LDC, if the major transit stop is accessible from the development. The proposed amendment will establish a definition of major transit stop.

The proposed amendment to the City's LDC will establish regulations for the development of mixed-income, and mixed-use residential developments in order to implement the provisions of the Act.

The Act is applicable to the following zoning districts:

- Neighborhood Mixed-Use (NBHD-MU)
- South Federal Highway Mixed-Use (SFED-MU)
- Gateway Mixed-Use (GTWY-MU)
- East Dania Beach Boulevard Mixed-Use (EDBB-MU), Planned Mixed-Use Development (PMUD)
- Planned Small Lot Mixed-Use Development (PMUD-SL)
- General Commercial District (C-4)
- General Industrial (IG), Restricted Industrial (IR)
- Industrial-Research-Office (IRO)
- Industrial-Research-Office-Marine (IROM)
- Industrial-Research-Office-Marine Airport Approach (IROM-AA)
- Industrial-Research-Office-Commercial (IROC)

On October 24, 2023, the City adopted Resolution No. 23-136, relating to zoning in process, and working under the zoning in progress principals consistent with the pending ordinance doctrine, the Community Development Department in collaboration with the City's Attorney's Office has developed this ordinance and all property owners and developers should be aware that provisions of this pending ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this ordinance; thus, property owners and developers should not rely on existing Land Development Regulations in making investment and development-related decisions.

Budgetary Impact
N/A

Recommendation
Planning and Zoning Board Recommendation
On December 20, 2023, the Planning and Zoning Board heard this item and recommended approval to the City Commission.

Department Recommendation
The Community Development Department recommends the City Commission approval of the ordinance on first reading.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 "LAND DEVELOPMENT CODE"; PART 2, "SITE DEVELOPMENT REGULATIONS"; ARTICLE 205, TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS"; TO CREATE SECTIONS 205-11 THROUGH 205-16, TO IMPLEMENT THE CITY'S LIVE LOCAL DEVELOPMENT STANDARDS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES, UNDER THE LIVE LOCAL ACT; AMENDING ARTICLE 200. – "USER GUIDE FOR PART 2 OF THE CODE", TO CREATE SECTION 200-60 ENTITLED "SITE PLAN REVIEW PROCEDURES FOR APPLICATIONS PURSUANT TO SECTION 166.04151(7), FLORIDA STATUTES," TO PROVIDE FOR DEVELOPMENT REGULATIONS AND ADMINISTRATIVE REVIEW OF CERTAIN AFFORDABLE HOUSING PROJECTS PURSUANT TO STATE LAW; AND CREATING SECTION 200-61 ENTITLED "IMPLEMENTATION PROCEDURES FOR SITE PLANS UTILIZING "THE LIVE LOCAL ACT"; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida adopted Chapter 2023-17, Laws of Florida, effective July 1, 2023, known as the Live Local Act (the "Act"), which among other thing is designed to streamline and incentivize affordable housing within the State of Florida; and

WHEREAS, the Act preempts certain use, density, and height regulations and imposes various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least forty percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and

WHEREAS, the benefits afforded by the Act are only available to developments that provide certain threshold levels of affordable multi-family housing, which housing units are further required to remain affordable for at least thirty (30) years, but the Act is silent on issues related to compliance reporting, monitoring, and enforcement of the mandatory affordability requirements applicable to these developments; and

WHEREAS, the City Commission has determined that it is appropriate and in the public interest to provide that projects proposed under the Act on commercial or industrial zoned properties are subject to the development regulations provided in this ordinance; and

WHEREAS, the City of Dania Beach contains more than twenty percent (20%) of the land area within its jurisdiction for commercial or industrial use, and as such the City does not qualify for the provision in the Act that would require a Live Local multi-family development pursuant to the Act would be developed as a mixed-use residential development; and

WHEREAS, the City is committed to providing a sustainable community for its residents and future generations, and ensuring an adequate tax base to support public services is an essential component of developing and maintaining such a sustainable community; and

WHEREAS, the City Commission has determined thirty-five percent (35%) of the total square footage of a project proposed under the Act as a non-residential component is both meaningful and appropriate in order to support required services and maintain residential affordability for City residents; and

WHEREAS, the Act requires that an affordable housing project proposed under the Act must be administratively approved, without further action by the governing body, if the development satisfies the City's Land Development Regulations and is consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable densities, height, and land use (which are established in, and preempted by, the Act), and complies with all other applicable requirements of state and local law; and

WHEREAS, the Act provides that the City must consider the possibility of reducing parking requirements for projects developed under the Act if the project is located within one-half mile of a major transit stop, as defined in the City's Land Development Code, if the major transit stop is accessible from the development. The City does not currently have a definition of major transit stop and wishes to adopt one and provide related parking incentives; and

WHEREAS, the City Commission supports affordable housing and finds it necessary to revise the City Code in order to establish equitable regulations for the development of mixed-income mixed-use residential developments in order to implement the provisions of the Act; and

WHEREAS, the City is adopting the regulations contained within this ordinance to provide for implementation of the Act, which was effective as of July 1, 2023, and has determined it is appropriate for all for projects under the Act to be processed in accordance with the regulations contained within this ordinance, and to apply these regulations to any application or submission for an application under the Act; and

WHEREAS, pursuant to the pending ordinance doctrine, set forth in *Smith v. City of Clearwater,* 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine concerning the zoning and Land Development Regulations governing the development of affordable housing projects proposed on properties located in the following commercial, residential and mixed use districts: South Federal Highway Mixed-Use (SFED-MU), Gateway Mixed-Use (GTWY-MU), East Dania Beach Boulevard Mixed-Use (EDBB-MU), Planned Mixed-Use Development (PMUD), Planned Small Lot Mixed-Use Development (PMUD-SL), General Commercial District (C-4), General Industrial (IG), Restricted Industrial (IR), Industrial-Research-Office (IRO), Industrial-Research-Office-Marine (IROM), Industrial-Research-Office-Marine Airport Approach (IROM-AA), and Industrial-Research-Office-Commercial (IROC); and

WHEREAS, on October 24, 2023, the City adopted Resolution No. 23-136 relating to zoning in process, and working under the zoning in progress principals consistent with the pending ordinance doctrine, the City administration has developed this ordinance and all property owners and developers should be aware that provisions of this pending ordinance not yet adopted by the City Commission may be applied to any proposed development applications and any development applications may be delayed until the adoption and effectiveness of this ordinance; thus, property owners and developers should not rely on existing Land Development Regulations in making investment and development-related decisions; and

WHEREAS, the City Commission finds and determines that updating the City's Code of Ordinances to implement the Live Local Act is in the best interest of the residents of Dania Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Ordinance by this reference.

Section 2. That Chapter 28 entitled the "Land Development Code", Part 2, "Site Development Regulations", at Article 205, "Tabular Summary Of Site Development Standards For All Zoning Districts", is amended as follows:

* * *

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 2, "SITE DEVELOPMENT REGULATIONS"

Article 205 Tabular Summary of Site Development Standards for all Zoning Districts.

* * *

Sec. 205-11. Mixed Use or Multifamily Developments Pursuant To Section 166.04151(7), Florida Statutes, Under The Live Local Act.

(a) *Intent and Purpose.*

The purpose of this section is to establish procedures and regulations for the development of multifamily or mixed use affordable housing developments pursuant to the provisions of Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, the "Live Local Act" (the "Act"), which development involves at least forty percent (40%) of units which must qualify as affordable housing units, as defined in Section 420.0004, Florida Statutes, to accomplish the following purposes:

(1) Protect and promote the public health, safety, and general welfare of the residents of the City;

(2) Facilitate the orderly and efficient development of affordable multi-family housing in the City pursuant to the Act;

(3) Specify the City zoning districts to which this section is applicable and within which Live Local developments proposed pursuant to the Act are authorized and may be approved administratively pursuant to the Act;

(4) Confirm the Land Development Regulations applicable to proposed Live Local developments under the Act, including acknowledgment of the statutory mandates regarding use, height, and density;

(5) Provide the minimum non-residential floor area for Live Local developments proposed under the Act in order to ensure a meaningful mixed-use development to support community sustainability and to reduce vehicle trips and vehicle miles traveled; and

(6) Establish an administrative approval process for Live Local developments under the Act.

(7) Multi-family Live Local projects must contain at least 65 percent multifamily, with 40 percent Live Local as affordable housing.

(b) Applicability.

Applications for a Live Local development pursuant to this section must be deemed complete prior to October 1, 2033. No applications for Live Local developments shall be accepted after October 1, 2033 unless the legislature extends or reenacts Section 166.04151(7), Florida Statutes, and the City Commission extends these deadlines accordingly.

(c) Definitions.

Major transit stop shall mean a stop with at least 150 square feet of overhead shelter for commuter rail service or at least three bus rapid transit routes. For the purpose of this definition, commuter rail service and bus rapid transit routes provide average scheduled morning (7:00 A.M. to 9:00 A.M.) and evening (4:00 P.M to 6:00 P.M.) peak hour service intervals of 30 minutes or less.

Unified control means all land included for purpose of development within a Planned Unit Development (PUD) district shall be under the control of the applicant (an individual, partnership, or corporation, or group of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area, which shall be approved by the City Attorney. Upon application for rezoning, the applicant shall agree as follows:

(1) To proceed with the Live Local development according to the provisions of this division and the affordability requirements as established by state law and recorded covenant;

(2) To provide agreements, contracts, covenants, deed restrictions, and sureties acceptable to the City for completion of the development according to the plans approved at the time of site plan approval and for continuing operations and maintenance of such areas, functions, and facilities, which are not proposed to be provided, operated, or maintained at public expense; and

(3) To bind their successors in title to any commitments made under the above. All agreements and evidence of unified control shall be reviewed by the City Attorney and no site plan for a development shall be approved without verification by the City Attorney that such agreements and evidence of unified control meet the requirements of this section.

(d) *Zoning Districts permitting Live Local developments.*

Based on the requirements of Florida law, Live Local developments shall be permitted in the following zoning districts:

(A) South Federal Highway Mixed-Use (SFED-MU),

(B) Gateway Mixed-Use (GTWY-MU),

(C) East Dania Beach Boulevard Mixed-Use (EDBB-MU),

(D) Planned Mixed-Use Development (PMUD),

(E) Planned Small Lot Mixed-Use Development (PMUD-SL),

(F) General Commercial District (C-4),

(G) General Industrial (IG),

(H) Restricted Industrial (IR),

(I) Industrial-Research-Office (IRO),

(J) Industrial-Research-Office-Marine (IROM),

(K) Industrial-Research-Office-Marine Airport Approach (IROM-AA), and

(L) Industrial-Research-Office-Commercial (IROC)

(e) *Applicable development regulations.*

(1) *Unified lot.* All land included for purposes of a Live Local development, including all residential and non-residential components shall be under unified control.

(2) *Required residential use.*

a. *Equivalency of affordable dwelling units.*

1. Affordable dwelling units and market rate units shall be located within the same structure or shall be proportionately distributed between multiple structures, if such are proposed, such that every development structure contains both (at least 40%) and market rate units in equal proportions; in no event shall a Live Local development structure consist entirely of market rate units.

2. All common areas and amenities within a Live Local development shall be accessible and available to all residents (both affordable and market rate units).

3. Access to the required affordable dwelling units shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development, provided that for townhouse-style affordable dwelling units, each unit shall have its own entrance.

4. The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the sizes and number of bedrooms in the market rate units (e.g., for number of bedrooms, if twenty-five percent (25%) of the market rate units consist of two (2) bedrooms, then twenty-five percent (25%) of the affordable

units shall also have two (2) bedrooms, etc., maintaining a proportional distribution across unit types and within each structure).

5. Affordable dwelling units shall be developed simultaneously with, or prior to, the development of the market rate units.

6. If the development is phased, the phasing plan shall provide for the construction of affordable units proportionately and concurrently with the market rate units.

7. The exterior appearance of affordable units shall be the same as the market rate units and shall provide exterior building materials and finishings of the same type and quality.

8. The interior building materials and finishes of the affordable units shall be the same type and quality as the market rate units, including but not limited to all electrical and plumbing fixtures, flooring, cabinetry, counter tops, and decorative finishes.

b. *Affordability commitment.*

1. Pursuant to Section 166.04151(7), Florida Statutes, at least forty percent '40%) of the multi-family residential units shall remain affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years. The property owner shall execute and deliver to the City for recordation in the public records, on a form approved by the City Attorney, a covenant, declaration of restriction, or other deed restriction in favor of the City ensuring compliance with this affordability requirement.

2. Any violation of the affordability requirement shall result in a monetary penalty to be deposited into the general fund. Such monetary penalty shall be assessed as a daily fine of two hundred fifty dollars ($250.00) per day per violation until proof of compliance has been provided to the City. The monetary penalty shall not be subject to mitigation or otherwise modified by any board, including but not limited to the Code Enforcement Special Magistrate. This provision is in addition to any other enforcement action pursuant to code or agreement.

(3) *Allocation of shared space in Multifamily Live Local Projects.*

a. Lobby, service areas, and amenity areas exclusively serving the residential uses of a Live Local development shall be considered residential square footage use.

b. Common ground floor lobby, service areas, and amenity areas within a structure housing both residential and non-residential uses shall be proportionately allocated to the residential and non-residential square footage requirements.

(4) *Site Design.*

a. Live Local developments located on land zoned commercial or mixed use must locate all development, residential and non-residential uses on the same (or unified) plot.

b. Live Local developments located on land zoned industrial must locate all nonresidential uses in a structure separate from any residential uses. Structures used for industrial purposes need to be buffered and setback from the residential structures in the same manner, applying setbacks, landscape buffers, and other applicable regulations as if the residential structures were on a separate site, to ensure compatibility between residential and industrial uses.

(5) *Development standards.*

a. The following standards are applicable to all Live Local developments regardless of the zoning district they are located in:

1. Maximum density and height

(i) With respect to the residential component of a Live Local development, the maximum density shall be the highest allowed density on any land in the City where residential development is allowed by right, without incorporation of any bonus (incentive) density.

(ii) The maximum height shall be the highest currently allowed for a commercial or residential development within the City and within one (1) mile of the proposed development, or three (3) stories, whichever is higher.

2. Minimum air-conditioned dwelling unit size consistent with Section 230-40 of the Land Development Code:

(i) One (1) bedroom: Seven hundred and fifty (750) square feet;

(ii) Two (2) bedrooms: nine hundred (900) square feet;

(iii) Three (3) or more bedrooms: One thousand one hundred fifty (1,150) square feet for the first three (3) bedrooms, plus one hundred fifty (150) square feet for each additional bedroom/den.

3. All other applicable land development code development standards shall apply unless specifically regulated in this section.

Sec. 205-12 *Development Regulations*. Qualifying development shall comply with the development regulations provided in the following development regulation table.

(a) Properties zoned South Federal Highway Mixed-Use, Gateway Mixed-Use, or East Dania Beach Boulevard Mixed-Use are to following the development regulations identified for each zoning district provided in Article 300.

(b) Properties zoned Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach are to follow the development regulations and design standards identified in Section 205-13, of the LDR.

Sec. 205-13 *Development Regulations table for Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach*

DEVELOPMENT REGULATIONS ***Planned Mixed-Use Development, Planned Mixed Use Development – Small Lot, General Commercial, General Industrial, Industrial Restricted, Industrial Research Office, Industrial Research Office Marine, or Industrial Research Office Marine – Airport Approach***	
Required setbacks and yards:	
Minimum front yard setback	25’
Minimum rear yard setback	30’
Minimum street side setback	25’
Minimum interior side setback	15’
Minimum lot width	100’
Minimum lot depth	100’
Minimum building separation	100’
Parking space requirements	Per Article 265
Landscape requirements	Per Article 276
Pervious area requirements	Per Section 215-130

Sec. 205-14 *Additional design standards for properties fronting Griffin Road, Stirling Road, Sheridan Street, Bryan Road and Anglers Avenue/Ravenswood Road.*

(a) The following design standards are applicable to any property having frontage on any of the following roadways within the City of Dania Beach:

1. Griffin Road
2. Stirling Road
3. Sheridan Street
4. Bryan Road
5. Anglers Avenue (Ravenswood Road)

(b) Purpose. The purpose of the standards in this article is to promote design, which is architecturally compatible with the surrounding area and the design goals of the City of Dania Beach.

(c) Intent. The standards in this article are intended to discourage generic suburban development types that bear little relation to the historic development pattern of Dania Beach.

(d) City Commission Approval. The City Commission may approve exceptions to this article as conditions to a site plan approval upon making the following findings:

1. There are circumstances peculiar to the site or the intended use that makes compliance with a particular requirement of this article impracticable; and
2. The applicant has offered significant enhancements to other pertinent aspects of the site that the City Commission determines will offset any negative impacts that an exception to these standards might otherwise create.

(e) Appearance.

1. All structures on a site shall create a unified architectural theme.

2. All building façades shall be articulated through the use of a coherent and clear architectural design that incorporates rhythms in form and construction details. Buildings shall be designed to incorporate rhythms in form and construction details.

3. Buildings facing a public street or interior courtyard space shall be architecturally emphasized through entrance treatment, fenestration, and building details. Buildings with more than one (1) façade facing a public street shall provide treatment for each façade.

4. Roof and exterior wall surfaces, with the exception of glass areas, shall be nonreflective. Opaque surfaces and reflective or mirrored type glazing at ground level visible from the sidewalk is prohibited.

5. The use of flat steel or metal panels for the exterior walls is prohibited.

6. The rear and sides of buildings shall be finished with material that in texture and color resembles the front of the building.

7. Glass windows and doors must make up at least thirty-five (35) percent of the primary elevation and fifteen (15) percent of the secondary elevation, except where additional fenestration is required in the CRA form-based zoning districts. On ground stories, the minimum required glass façade area shall be measured between a height of two and one-half (2.5) feet and eight (8) feet above the abutting grade. The windows shall not be covered or opaque. Display is permitted provided there is functional cross-vision between the inside and outside of the store. Display windows should be accented with awnings or other architectural features.

8. The coloration of all buildings shall be nature blending with a maximum of three (3) colors exclusive of roof. The use of "earth tone" or light pastel colors is encouraged. Semitransparent stains are recommended for application on natural wood finishes.

9. Canopies, if utilized, shall provide a minimum clearance of fourteen (14) feet in height for areas accommodating vehicles and a minimum clearance of ten (10) feet in height for non-vehicular areas, and shall be consistent with the main building design. The canopy columns shall be architecturally finished to match the building.

10. Heating, ventilation and air conditioning equipment, duct work, air compressors, other fixed operating machinery shall be either screened from view or located so that such items are not visible from the designated arterial, adjacent residential properties or intersecting streets.

11. No temporary structures shall be permitted, except those allowed in article 675, "Temporary Uses" and associated signage. Office-type mobile units when used as temporary facilities shall be screened from view from the designated arterial and equipped with rigid skirting on all sides. Any towing gear shall be removed, and if not removable, shall be screened from the designated arterial.

12. A minimum distance of eight (8) feet shall be maintained between the front of any building, including any walkway immediately adjacent thereto, and the parking area. This space is to be reserved for landscaping, either existing or planned, and is required to have a minimum three-foot-wide strip for plant material. No such space is required at the sides or rear of the building unless there is an adjoining residential use. This requirement is not applicable within the CRA form-based zoning districts.

13. Windows and doors visible from any listed arterial street shall not be obstructed by security bars or similar devices.

14. Windows and doors visible from any listed arterial street shall not be obstructed by storm or security shutters or panels, except as provided in chapter 8, section 8-186 of the Code of Ordinances (Storm shutter placement).

15. Commercial development must comply with article 275, "Landscaping Requirements", provided that the street tree requirements shall be altered to require palm clusters on the ends of landscape buffers. The palm clusters shall consist of three (3) palms with a minimum height of thirteen (13) feet.

16. Where hedges are utilized and adequate space exists, a tiered effect is required.

17. Landscaped areas shall be surrounded with a six-inch raised concrete curb. Grade within areas to be landscaped shall be raised to curb height.

18. Chain link, barbed wire and similar fencing along a designated arterial are prohibited. Where such fencing can be viewed from a designated arterial, landscaping, berming, or both shall be provided to minimize visibility from the designated arterial.

19. Perimeter walls, if utilized, shall be architecturally compatible with the principal structure.

20. The design of buildings and parking facilities shall take advantage of the natural features and topography of the project site, where appropriate.

21. Existing specimen trees shall, to the greatest extent possible, be preserved or relocated on site and integrated into the landscape plan.

22. Roads, pedestrian walks and open spaces shall be designed as integral parts of an overall site design.

23. Parking areas shall be landscaped and screened from public view to mitigate their visual impact.

24. Parking areas shall be designed with careful regard to orderly arrangement, landscaping, and ease of access, and shall be developed as an integral part of an overall site design.

25. The site development plan shall be designed to be compatible with existing and conforming development, and proposed development in the area surrounding the project site.

(b) Multifamily/Mixed Use Option. A multifamily use is permitted subject to the development standards of the development regulations identified above (lot and yard requirements) and the following additional requirements for mixed-use developments:

(1) The development may include commercial uses on the ground floor of the development such that the development is a mixed-use development as provided by the City of Dania Beach Comprehensive Plan. The following commercial uses shall be permitted:

i. Athletic clubs/studios;

ii. Banks and financial institutions with no drive-throughs;

iii. Bakeries;

iv. Delicatessens;

v. Copy shop;

vi. Day care centers;

vii. Dry-cleaning establishments (no cleaning on premises);

viii. Fast food restaurant with no drive-throughs;

ix. Retail establishments;

x. Office (business, professional and medical);

xi. Personal service establishments;

xii. Restaurants;

xiii. Retail pharmacy; and

xiv. Retail stores and those uses which are customarily accessory and clearly incidental to the principal permitted use, excluding smoke shops, cannabidiol (CDB) sales, and discount retail.

(2) The mixed-use development shall be located abutting an arterial roadway and shall occupy the majority of the ground floor building area (excluding parking garages).

Sec. 205-15 *Regulatory Compliance.*

(a) In addition to the provisions set forth above, Live Local developments shall comply with all other Land Development Regulations applicable to multi-family developments.

(b) All aspects of the Live Local development shall be consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable use, height, and density.

(c) *Compliance with applicable laws and regulations.* In addition to the provisions set forth herein, Live Local developments shall comply with all other applicable state and local laws and regulations.

205-16 *Expiration or Loss of Live Local Development Status*.

(a) *Loss for failure to meet affordability requirements.*

(1) An approved project which fails to maintain the required number of affordable dwelling units and does not comply with the affordable housing requirements of this section after notice and ninety (90) days to cure, shall be considered non-conforming as to all portions of the development that do not comply with use and development regulations applicable based on the assigned zoning designation.

(b) *Expiration of covenant.* A Live Local development, for which a covenant guaranteeing affordable housing has expired, shall be considered:

(1) A legal conforming use, so long as the development maintains the same levels and standards of affordable housing.

(2) A legal non-conforming use, if the number of required affordable dwelling units originally required under the covenant are not maintained as affordable. And shall be subject to the City's nonconforming code provisions.

Section 3. That Chapter 28 entitled the "Land Development Code", Part 2, "Site Development Regulations", Article 200, "User Guide For Part 2 Of The Code" is amended as follows:

* * *

CHAPTER *28*

LAND DEVELOPMENT CODE

* * *

PART 2, "SITE DEVELOPMENT REGULATIONS"

ARTICLE 200. - USER GUIDE FOR PART 2 OF THE CODE

* * *

200-60 Live Local Site Plan Approval required.

(a) Construction, except as provided for Live Local buildings or improvement on any site may commence only following approval of a site plan by the City Commission. All construction and improvements shall conform to such approved site plan per Article 635 of the LDR.

(b) Live Local development projects developed pursuant to Section 166.04151(7), Florida Statutes, shall be processed administratively under Section 200-61, Site Plan Review Procedures for Applications Pursuant to Section 166.04151(7), Florida Statutes.

Sec. 200-61 Site Plan Review Procedures For Applications Pursuant To Section 166.04151(7), Florida Statutes.

(a) *Preplan review.* The applicant shall review the proposed site plan with the Community Development Director, or designee, to confirm general compliance with the requirements of Section 205-11, "Development pursuant to Section 166.04151(7), Florida Statutes, under the Live Local Act," the land use designation, zoning and application provisions of the City code and Section 166.04151(7), Florida Statutes, as amended from time to time.

(b) *Filing.*

(1) *Application.* The applicant shall submit the proposed site plan to the Community Development Director, or designee. The application shall include:

a. All information shall be submitted pursuant to the City's site plan application requirements and application form as identified in Article 635, of the LDR.

b. An Affidavit of Commitment. The applicant must file an Affidavit of Commitment, in a form provided by the City, to record a covenant detailing the affordable housing restrictions (and to comply with the monitoring and compliance requirements of the City). The covenant will detail income mix and required affordability, with a release provision ensuring that the covenant is in place for thirty (30) years from temporary certificate of occupancy (TCO) or certificate of occupancy (CO) and may only be

released earlier by bringing the project info full compliance with all zoning and land use provisions applicable to the site at the time of the release. The City will provide the form covenant and monitoring and compliance forms upon submittal of the application.

c. Legal documents demonstrating unified control of the proposed development site and providing for maintenance and cross-access as applicable.

d. A specific purpose survey demonstrating the one (1) mile distance for the proposed height determination (unless the comparator site is so obviously close to render this unnecessary) with a brief analysis of the comparator site.

g. A brief analysis of the comparator site for the proposed density determination.

h. Easily visible notes on the site plan legend or data sheet, indicating the project is a Live Local Act, Section 166.04151(7), Florida Statutes, project.

i. A table, or tables, indicating the ratio of residential and non-residential square footage and affordable and market rate residential units.

(2) *Fees.* The Community Development Director, or designee, will compute the required filing and review fees. Such fees are due upon the date of submittal and are established in accordance with the City's adopted fee schedule(pursuant to Section 605-40 and 685-10), including, but not limited to any applicable impact fees and cost recovery charges. The applicant shall also digitally submit copies of a proposed preliminary engineering plan for the site. The filing fees are as follows:

Site Plan $14,120.00

Site Plan Modification $11,700.00

(c) *Review and recommendation by the Development Review Committee.*

(1) Development Review Committee members and departments responsible for development application review shall submit written recommendations to the Director of Community Development, or designee, according to a review schedule. Fees are to be approved by the City Commission, via resolution, as may amended from time to time.

(2) The applicant will be notified in writing of comments concerning the site plan submission. Revisions, additions, or corrections will be reviewed together by the Community Development Director, or designee, the Development Review Committee, and the applicant. Required revisions and any other information required by the director of Community Development Director, or designee, and the Development Review Committee shall be resubmitted by the applicant within thirty (30) days of the review. Failure of any applicant to submit information or revised plans as required above shall result in cancellation of the application unless an extension is agreed to by the applicant and the Director of Community Development, or designee. The applicant may also submit

a waiver on a form provided by the City. Further, the applicant will be required to resubmit an application, including review fees according to the fee schedule adopted by the City Commission. Applicants may withdraw an application at any time.

(3) Any fees collected in conjunction with development review are nonrefundable.

(d) *Administrative review.*

(1) The Community Development Director, or designee, shall review the Development Review Committee comments, applicant responses, and final proposed plans and facade renderings, and based on compliance with the City's Land Development Regulations, comprehensive plan, and applicable state laws, shall approve, approve with conditions, or deny the final site plan and issue a written development order, including findings supporting the decision. The decision of the Community Development Director, or designee, may be appealed to the City Commission pursuant to Section 615-30, "Administrative Appeals."

(2) If the proposed project does not meet the City's Land Development Regulations, excepting use, height, or density as preempted by state law, the applicant may apply for a variance or other procedure and shall follow those procedures as provided in the code, including review by the Development Review Committee, Planning and Zoning Board, and City Commission.

(e) *Modifications to approved site plan.* Modifications to a site plan approved under this section may be permitted by the administrative approval of the Director of Community Development, or designee. Proposed modifications shall be reviewed by the Development Review Committee, as provided in subsection 635-80 above if the Community Development Director, or designee, determines the modification, complies with the criteria identified in Section 635-80(b) of the LDR.

(f) *Expiration or extension of site plan approval.* A site plan approval or extension shall comply with Section 645-100 of the LDR. However, upon expiration of a project under this section, the property will be governed by the entitlements allowed under the property's zoning without the benefit of the preemptive provisions of Section 166.04151(7), Florida Statutes.

(g) Denial. Denial of an application shall preclude the applicant from refiling the same application for one year from the date of denial consistent with Section 649-60 of the Land Development Code.

* * *

Section 4. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 6. That this ordinance shall take effect 10 days after passage.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ❑ **Administrative Variance**
- ❑ **Land Use Amendment**
- ❑ **Plat**
- ❑ **Rezoning**
- ❑ **Site Plan**
- ❑ **Special Exception**
- ❑ **Variance**
- ❑ **Other:** _____ ***(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)***

Date Rec'd: 10/16/23

Petition No.: TX-083-23

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and **"Required Documentation"** checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: CITY WIDE

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative **(circle one)** CITY OF DANIA BEACH- COMM. DEV.

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: ESTABLISH DEV. REGULATIONS FOR MULTIFAMILY RES. CONSTRUCTION W/ AFFORDABLE HOUSING UNDER THE LOVE LOCAL STATUE
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 16th **DAY OF** October**, 20**23

By:
Eleanor Norena
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of Florida**)**

IBEL LARIOS IBARGUEN
Notary Public - State of Florida
Commission # HH 117069
My Comm. Expires Apr 13, 2025
Bonded through National Notary Assn.

Personally known X **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

City of Dania Beach
Community Development Memorandum

DATE: 1/9/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: **LU-013-23:** City initiated small-scale Future Land Use Map (FLUM) Amendment to modify the land use designation of two (2) sites recently annexed into the City of Dania Beach (FIRST READING).

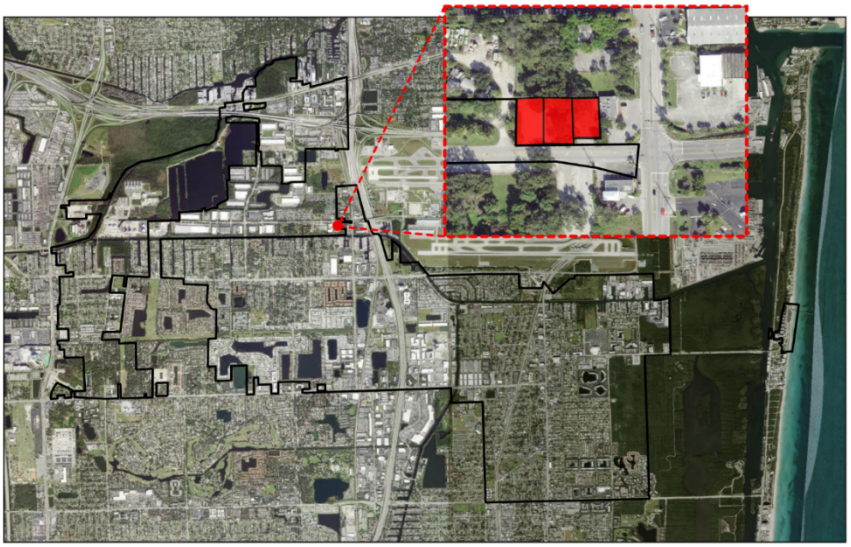
Request:
A Future Land Use Map (FLUM) amendment to modify the land use designation of two (2) sites recently annexed into the City.

Background:
The City initiated a small-scale Future Land Use Map Amendment (FLUM) to modify the current land use designation of two (2) sites recently annexed into the City of Dania Beach. The first subject site is known as Academy Bus it contains three (3) parcels located between Ravenswood Road and SW 22nd Avenue, North of SW 42nd Street and combined are approximately 0.51 acres. The City is proposing to change the Future Land Use designation from Broward County Commerce category to the City's Industrial category. The second site, known as FDOT ROW, is approximately 0.2040 acres located on N. Beach Road. The City is proposing to amend the Future Land Use designation from Open Space to the City's Parks And Recreation Future Land Use designation category.

<u>Future Land Use Map Amendment</u>

<u>Subject Site 1 (Academy Bus)</u>
On January 13, 2023, the Broward Legislative Delegation held a hearing and approved the voluntary annexation for three (3) parcels located between Ravenswood and SW 42nd Street (Tax Folio(s): 5042 29080050, 504229080060, and 504229080070) shown on the location map below. The annexation became effective on September 15, 2023.

<u>Academy Bus Site</u>:

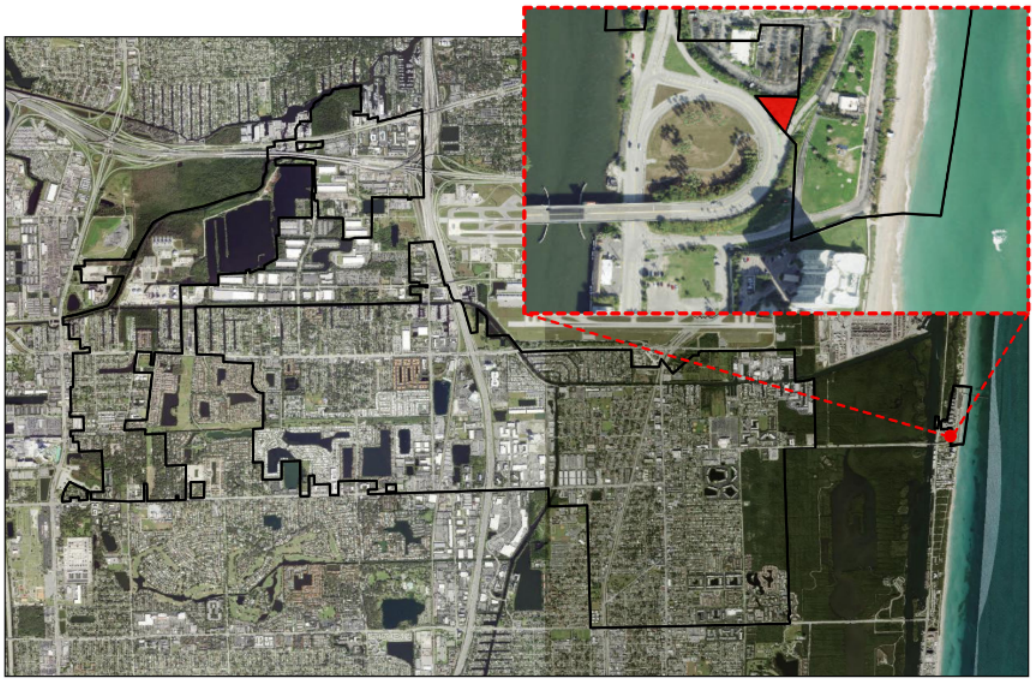


The Academy Bus Site contains three (3) parcels for a combined total of approximately 0.51 acres, and currently has a Future Land Use designation of Commerce. The City is proposing to amend this designation to Industrial.

Subject Site 2 (FDOT ROW)

On April 25, 2023, the City Commission adopted Ordinance No. 2023-003, an interlocal service boundary agreement with the City of Hollywood and Broward County to annex a portion of a property located on East Dania Beach Boulevard (Tax Folio: 514201023240) shown in the location map below.

FDOT Row Site:



The subject property is owned by the Florida Department of Transportation (FDOT). The City annexed the property with the intent of repurposing the portions of the property for a public parking garage. The subject property is approximately 0.204 acres and has a Future Land Use Designation of Open Space and Recreation. The City is proposing to amend the designation to Parks and Recreation.

Both FLUM amendments are consistent with the Broward County Future Land Use Plan

(BCLUP). After the City Commission adoption of the FLUM amendments, the City will submit a recertification package for formal review to the Broward County Planning Council for map recertification. Per Chapter 163.3187 of the Florida Statutes (F.S.), the proposed map amendments are considered a small-scale map amendment. This FLUM Amendment will require two readings by the City Commission.

Budgetary Impact

The annexation of these properties results in a new tax base for the City.

Recommendation

Local Planning Agency Recommendation

On December 20, 2023, the Planning and Zoning Board, sitting as the Local Planning Agency unanimously recommended approval of the FLUM Amendment to the City Commission.

Department Recommendation

The Community Development Department recommends the City Commission approve the subject Ordinance on first reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SPECIFICALLY AMENDING A PORTION OF THE CITY OF DANIA BEACH FUTURE LAND USE MAP AS A SMALL-SCALE AMENDMENT; CHANGING THE FUTURE LAND USE DESIGNATION ON PROPERTY LOCATED BETWEEN RAVENSWOOD ROAD AND SW 22ND AVENUE NORTH OF SW 42ND STREET, AS LEGALLY DESCRIBED IN EXHIBIT "A", WHICH CONSISTS OF APPROXIMATELY 0.51 ACRES, CHANGING THE CURRENT FUTURE LAND USE DESIGNATION FROM (BROWARD COUNTY) COMMERCE CATEGORY TO (CITY) INDUSTRIAL CATEGORY; AND CHANGING THE FUTURE LAND USE DESIGNATION FROM (CITY OF HOLLYWOOD) RECREATION AND OPEN SPACE CATEGORY TO (CITY) PARKS AND RECREATION CATEGORY ON PROPERTY AS LEGALLY DESCRIBED IN EXHIBIT "B", WHICH CONSISTS OF APPROXIMATELY 0.204 ACRES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application was filed by City of Dania Beach (Applicant) in which the city seeks small scale Future Land Use Map amendment of the two properties identified below, both of which properties were annexed into the City of Dania Beach in 2023; and

WHEREAS, the City of Dania Beach seeks to designate a Future Land Use Designation for the property annexed into the City in September 15, 2023, pursuant to Broward Legislative Delegation, which is located between Ravenswood Road and SW 22nd Avenue north of SW 42nd Street, as legally described in Exhibit "A" which consists of approximately 0.51 acres, by changing the current Future Land Use (FLUM) Designation from (Broward County) Commerce Category to (City) Industrial FLUM Category; and

WHEREAS, the City seeks to designate a Future Land use Designation for the property annexed into the City on April 25, 2023, pursuant to City Ordinance 2023-003, from City of Hollywood FLUM designation "Recreation And Open Space" Category to the City of Dania Beach's FLUM "Parks And Recreation" FLUM Category, for the property legally described in Exhibit "B", which consists of approximately 0.204 acres; and

WHEREAS, the small scale FLUM designation application was heard and considered before the City Commission of the City of Dania Beach and at a duly scheduled public hearing all objections, if any, were heard.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing recitals are confirmed, adopted and incorporated herein and made a part hereof by this reference.

Section 2. This application coming before the City Commission pursuant to an application filed by City of Dania Beach, and in accordance with the Florida Statutes, a Public Hearing having been held by the Planning & Zoning Board, as the Land Planning Agency, on December 20th, 2024; and the City Commission shall hold two public hearings on the FLUM amendment; and the City Commission hereby acknowledges and approves the application submitted by City of Dania Beach, the Dania Beach Future Land Use Map is hereby amended to change the Future Land Use designation from current Broward County Commerce category the City's Industrial FLUM category, and from current City of Hollywood Recreation and Open Space category to the City's Parks and Recreation category on property legally described as follows:

See attached *Exhibit "A"* and *"B."*

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That this ordinance shall take effect 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:
Motion by: _____

Second by: _____

Second Reading:
Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A
Proposed Future Land Use Map

N

Subject Area

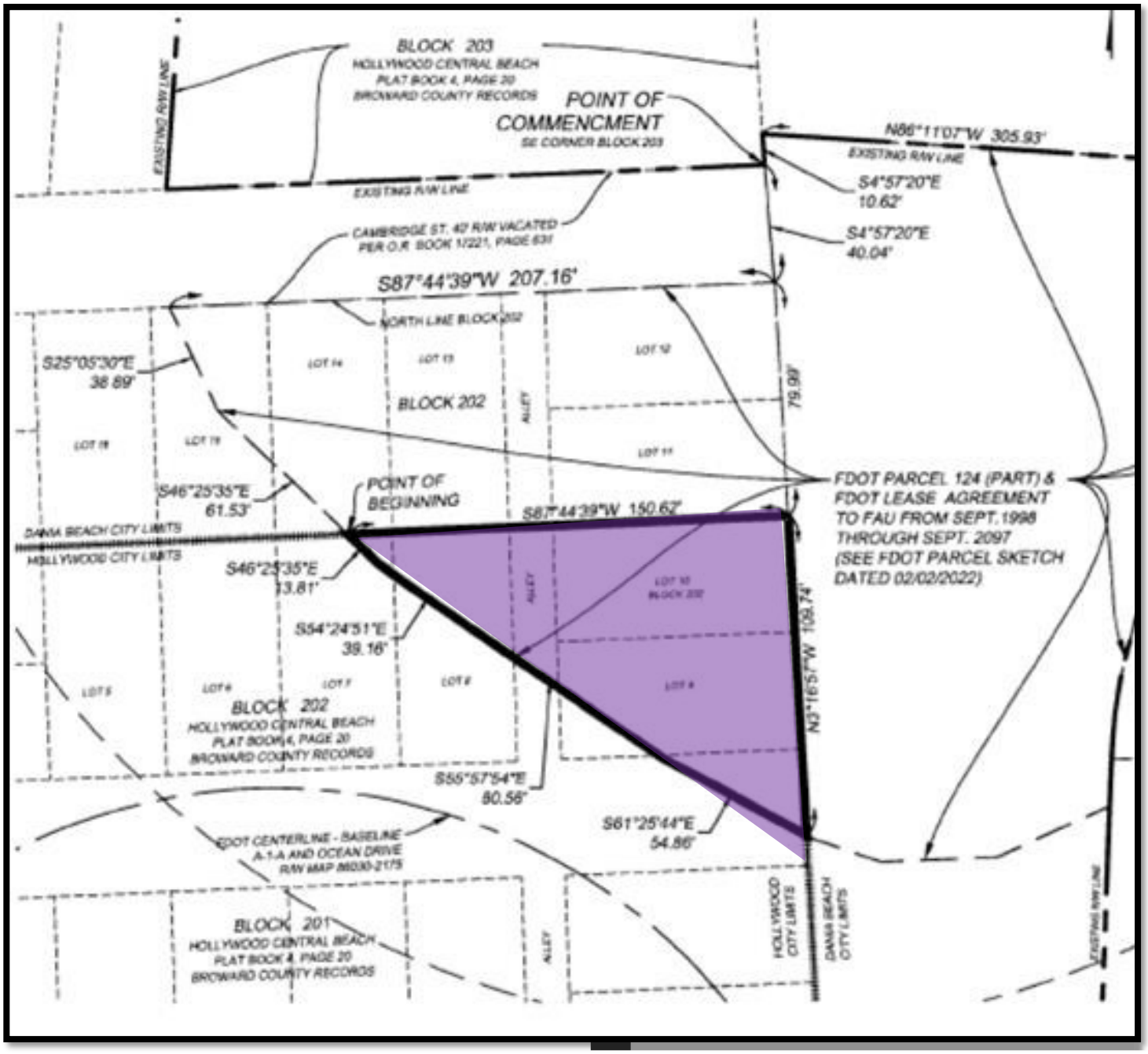
Industrial

1 RAVENSWOOD PARK 30-31 B LOT 7 BLK 1

2 RAVENSWOOD PARK 30-31 B LOT 6 BLK 1

3 RAVENSWOOD PARK 30-31 B LOT 5 BLK 1, LESS S 15 FOR RD R/W

EXHIBIT B
Proposed Future Land Use Map



Subject Area

Parks & Recreation

*See next page legal description

SKETCH & DESCRIPTION FOR: CITY OF DANIA BEACH

(SEE SHEET 2 OF 2 FOR SKETCH)

DESCRIPTION:

THAT PORTION OF THE CITY OF HOLLYWOOD FLORIDA LYING WITHIN STATE ROAD A-1-A, PARCEL 124 (PART), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP FOR SECTION 86030-2175, AND DESCRIBED IN FDOT PARCEL SKETCH OF SAID PARCEL 124 (PART) DATED 02/02/2022; SAID PORTION ALSO LYING WITHIN LOTS 7 THROUGH 10, BLOCK 202, AND THE ADJACENT ALLEY AND STREET FROM THE UNDERLYING PLAT OF "HOLLYWOOD CENTRAL BEACH" RECORDED IN PLAT BOOK 4, PAGE 20, BROWARD COUNTY RECORDS. SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 203 OF SAID PLAT; THENCE SOUTH 04° 57' 20" EAST ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 203, AND THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 40.04 FEET TO THE NORTH LINE OF SAID BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG SAID NORTH LINE AND SAID BOUNDARY OF PARCEL 124 (PART), A DISTANCE OF 207.16 FEET; THENCE SOUTH 25° 05' 30" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 38.89 FEET; THENCE SOUTH 46° 25' 35" EAST. ALONG SAID PARCEL LINE, A DISTANCE OF 61.53 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID LOT 7, AND THE COMMON BOUNDARY OF THE CITY'S OF DANIA BEACH AND HOLLYWOOD, FLORIDA; THENCE CONTINUE SOUTH 46° 25' 35" EAST ALONG THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 13.81 FEET; THENCE SOUTH 54° 24' 51" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 39.16 FEET; THENCE SOUTH 55° 57' 54" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 80.56 FEET; THENCE SOUTH 61° 25' 44" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 54.86 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 202; THENCE NORTH 03° 16' 57" WEST, ALONG THE EAST LINE OF SAID BLOCK 202, AND ALONG THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 109.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG THE NORTH LINE OF SAID LOT 10 AND A WESTERLY EXTENSION THEREOF, ALSO BEING THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 150.62 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.204 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS IN COMPLIANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR IF PDF FORMAT, ELECTRONIC SIGNATURE AND SEAL

RICHARD D. PRYCE CERTIFICATE No. 4038 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Digitally signed by Richard D. Pryce
Date: 2022.05.23 09:50:07 -04'00'

RICHARD D. PRYCE - FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 4038
STATE OF FLORIDA

R:\SURVEY\2011\11-0033-DANIA_BEACH_MARINA\DRAWINGS\FDOT_PAR_124_HLWD_PART.DWG

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 3771
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2022

JOB NO.: 11-0033	SHEET 1 OF 2
DRAWN BY: RP	F.B. N/A PG. N/A
CHECKED BY: MM	DATED: 5/23/2022

DANIA BEACH
SEA IT LIVE IT LOVE IT

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

RECEIVED
JAN 18 2023

- ☐ **Administrative Variance**
- ☒ **Land Use Amendment**
- ☐ **Plat**
- ☐ **Rezoning**
- ☐ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☐ **Other:** _____ ***(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)***

Date Rec'd: _____

Petition No.: LU-013-23

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and **"Required Documentation"** checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

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Location Address: Approximately E. Dania Beach Blvd between 45-320 N Beach Road & N Ocean Drive

Lot(s): pts 7-9, all of 10 Block: 202 Subdivision: Hollywood Central Beach also being part of FDOT parcel 124

Recorded Plat Name: Hollywood Central Beach (4-20); RW Map B2, PG 11, and RW Map B1, PG 44

Folio Number(s): 514201023240 Legal Description: See attached annexation legal.

Applicant/Consultant/Legal Representative **(circle one)** Calvin, Giordano & Associates, Inc.

Address of Applicant: 1800 Eller Drive, Suite 600, Ft. Lauderdale, FL 33316

Business Telephone: 954-766-2786 Home: _____ Fax: 954-921-8807

E-mail address: Jhickey@cgasolutions.com

Name of Property Owner: Florida Department of Transportation-Office of Right of Way

Address of Property Owner: 3400 West Commercial Blvd. Ft. Lauderdale, FL 33309-3421

Business Telephone: 954-777-4090 Home: _____ Fax: _____

Explanation of Request: Assign Future Land Use designation to newly annexed land
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code.***

Prop. Net Acreage: 0.204 Gross Acreage: 0.204 Prop. Square Footage: site 8,886 +/-

Existing Use: FDOT RW lease parking area Proposed Use: Same

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: Candido M
(Owner / Agent signature*)
Acting City Manager

BEFORE ME THIS 18 **DAY OF** January**, 20**23

By:
Erika C. Clayton
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary Erika C. Clayton
(Signature of Notary Public – State of Florida**)**

ERIKA C. CLAYTON
Notary Public - State of Florida
Commission # HH 263263
My Comm. Expires Jun 13, 2026
Bonded through National Notary Assn.

Personally known ✓ **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

RECEIVED
DEC 05 2023
BY:

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AFFIDAVIT

CITY OF DANIA BEACH, FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

MAILING LIST AND LABELS

STATE OF FLORIDA
COUNTY OF Broward_____

BEFORE ME, the undersigned authority, personally appeared __Nilsa Zacarias_____,
(Print Name)
who, after being duly sworn, deposes and says:

CITY INITIATED FUTURE LAND USE MAP (FLUM) AMENDMENT

I represent the City of Dania Beach, Florida for the subject CITY INITIATED FLUM amendment for the three (3) properties located at **2171 SW 42 ST; 2181 SW 42 ST; and 2191 SW 42 ST,** (the "Property"), and this sworn statement pertains to the application for CITY INITIATED FLUM amendment

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and I must provide the City with:

   - One (1) set of Mailing Labels, and
   - One (1) copy of the mailing list for all property owners who or which own property located within 1,000 feet of the subject property.

Please see next page.

FLORIDA DEPT OF TRANSPORTATION
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

FLORIDA DEPT OF TRANSPORTATION
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

FRANMAR PROPERTIES OF
111 PATERSON AVE
HOBOKEN NJ 07030

FLORIDA DEPT OF TRANSPORTATION
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

FLORIDA DEPT OF TRANSPORTATION
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

RICHARD L BULOW REV TR
1331 NE 103 ST
MIAMI SHORES FL 33138

CSX TRANSPORTATION INC
500 WATER ST
JACKSONVILLE FL 32202

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

CLMIA LLC
4470 ANGLERS AVE
FORT LAUDERDALE FL 33312

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

FLORIDA DEPT OF TRANSPORTATION
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

FLORIDA DEPT OF TRANSPORTATION
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

CUBESMART LP
PO BOX 320099
ALEXANDRIA VA 22320

FLORIDA DEPT OF TRANSPORTATION
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

CUBESMART LP
PO BOX 320099
ALEXANDRIA VA 22320

4300 RAVENSWOOD LLC
315 N FEDERAL HWY
HOLLYWOOD FL 33020

PUBLIC LAND
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

ARK RUSTIC INN REAL ESTATE LLC
85 FIFTH AVE
NEW YORK NY 10003

ARK RUSTIC INN REAL ESTATE LLC
85 FIFTH AVE
NEW YORK NY 10003

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

ARK RUSTIC INN REAL ESTATE LLC
85 FIFTH AVE
NEW YORK NY 10003

ARK RUSTIC INN REAL ESTATE LLC
85 FIFTH AVE
NEW YORK NY 10003

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

MCM I LLC
560 NE 55 TER
MIAMI FL 33137

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

HOWARD GROUP INC
12020 SW 26 ST
DAVIE FL 33325

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

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HOWARD GROUP INC
12020 SW 26 ST
DAVIE FL 33325

FLORIDA DEPT OF TRANSPORTATION
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

ARK RUSTIC INN REAL ESTATE LLC
85 FIFTH AVE
NEW YORK NY 10003

ARK RUSTIC INN REAL ESTATE LLC
85 FIFTH AVE
NEW YORK NY 10003

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BANYAN BAY MARINE CENTER LLC
1815 CORDOVA RD #202
FORT LAUDERDALE FL 33316

DEEGAN-COLPANI,COLLEEN
12325 NATALIES COVE ROAD
COOPER CITY FL 33330

RIVERS ESTATE HOLDING CORP
PO BOX 630396
MIAMI FL 33163

SOUTH FLORIDA WATER MANAGEMEN
PO BOX 24680
WEST PALM BEACH FL 33416

SOUTH FLORIDA WATER MANAGEMENT
PO BOX 24680
WEST PALM BEACH FL 33416

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

POINTER FAM REV LIV TR
27125 VILLARRICA DR
PUNTA GORDA FL 33983

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

MCG RAVENSWOOD LLC
27 CONGRESS ST #502
SALEM MA 01970

FRANMAR PROPERTIES OF SOUTH
111 PATERSON AVENUE
HOBOKEN NJ 07030

ELFOURANI,MOHAMAD & SABAH R
2200 N 57 TER
HOLLYWOOD FL 33021

FRANMAR PROPERTIES OF
111 PATERSON AVE
HOBOKEN NJ 07030

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

FRANMAR PROPERTIES OF
111 PATERSON AVE
HOBOKEN NJ 07030

FRANMAR PROPERTIES OF
111 PATERSON AVE
HOBOKEN NJ 07030

FRANMAR PROPERTIES OF SOUTH
111 PATERSON AVENUE
HOBOKEN NJ 07030

FRANMAR PROPERTIES OF SOUTH
111 PATERSON AVENUE
HOBOKEN NJ 07030

FRANMAR PROPERTIES OF SOUTH
111 PATERSON AVENUE
HOBOKEN NJ 07030

FRANMAR PROPERTIES OF SOUTH
111 PATERSON AVENUE
HOBOKEN NJ 07030

COMPOUNDED MANAGEMENT LLC
750 SW 34 ST #110
FORT LAUDERDALE FL 33315

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COMPOUNDED MANAGEMENT LLC
750 SW 34 ST #110
FORT LAUDERDALE FL 33315

MASSIMO & UMBERTO INC INC
132 SW 3 AVE
DANIA BEACH FL 33004

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

PUBLIC LAND
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

PUBLIC LAND
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

ARG OFFICE LLC
3019 RAVENSWOOD RD STE 108
FORT LAUDERDALE FL 33312

SGM DEVELOPMENT INC DDCTD PUBLIC
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

PUBLIC LAND
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

ARG OFFICE LLC / DDCTD PUBLIC
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

SOUTH FLORIDA WATER MANAGEMENT
PO BOX 24680
WEST PALM BEACH FL 33416

SOFINITE LLC
3901 ANGLERS AVE
FORT LAUDERDALE FL 33312

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

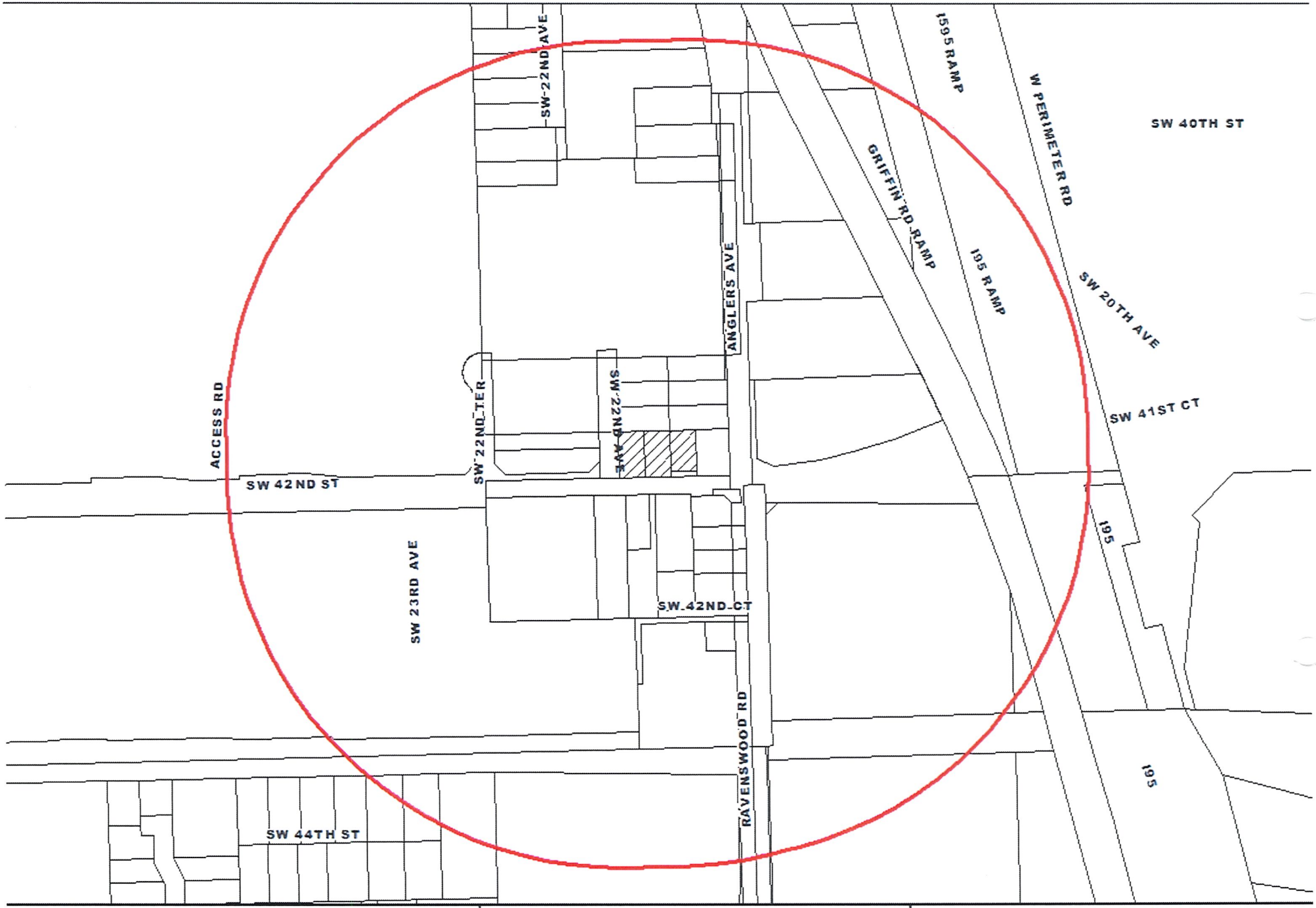
ACP PARTNERS LLC
777 BRICKELL AVE STE 1360
MIAMI FL 33131

BANYAN BAY MARINE CENTER LLC
1815 CORDOVA RD #202
FORT LAUDERDALE FL 33316

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

4013 RAVENSWOOD ROAD LLC
330 HIMMARSHEE ST STE 103
FORT LAUDERDALE FL 33312

SGM DEVELOPMENT INC
1101 E BROWARD BLVD
FORT LAUDERDALE FL 33301



0 125 250 500 750 1,000 Feet

MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER

CHEN - PROJECT 1
DATE OF PRINT: 12/01/2023

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

RECEIVED
DEC 05 2023
BY:

AFFIDAVIT

CITY OF DANIA BEACH, FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

MAILING LIST AND LABELS

STATE OF FLORIDA
COUNTY OF Broward_____

BEFORE ME, the undersigned authority, personally appeared __Nilsa Zacarias_____,
(Print Name)
who, after being duly sworn, deposes and says:

CITY INITIATED FUTURE LAND USE MAP (FLUM) AMENDMENT

I represent the City of Dania Beach, Florida for the subject CITY INITIATED FLUM amendment for the FDOT property located at **E Dania Beach Blvd,** (the "Property"), and this sworn statement pertains to the application for CITY INITIATED FLUM amendment

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and I must provide the City with:

   - One (1) set of Mailing Labels, and
   - One (1) copy of the mailing list for all property owners who or which own property located within 1,000 feet of the subject property.

Please see next page.

0 125 250 500 750 1,000 Feet

MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER

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DATE OF PRINT: 12/01/2023

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TIITF/STATE OF FLORIDA
1314 MARCINSKI RD
JUPITER FL 33477

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

BROWARD COUNTY
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301

TIITF/DNR DIV REC & PARKS
3900 COMMONWEALTH BLVD
TALLAHASSEE FL 32399

TIITF/DNR DIV REC & PARKS
3900 COMMONWEALTH BLVD
TALLAHASSEE FL 32399

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

CITY OF HOLLYWOOD
2600 HOLLYWOOD BLVD #20
6HOLLYWOOD FL 33020

TIITF/DNR DIV REC & PARKS
3900 COMMONWEALTH BLVD
TALLAHASSEE FL 32399

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL33004

TIITF/DNR DIV REC & PARKS
3900 COMMONWEALTH BLVD
TALLAHASSEE FL 32399

CROMER, CHARLES JACKSON
460 INDIAN CREEK DR
COCOA BEACH FL 32931

CROMER, CHARLES JACKSON
4025 PINE TREE DR
MIAMI BEACH FL 33140

FLORIDA DEPT OF TRANSPORTATION
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

BOURST, LARRY
1717 WHITEHALL DR #101
FORT LAUDERDALE FL 33324

TIITF/DNR DIV REC & PARKS
3900 COMMONWEALTH BLVD
TALLAHASSEE FL 32399

TIITF/DNR DIV REC & PARKS
3900 COMMONWEALTH BLVD
TALLAHASSEE FL 32399

FLORIDA DEPT OF TRANSPORTATION
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

TIITF/DNR DIV REC & PARKS
3900 COMMONWEALTH BLVD
TALLAHASSEE FL 32399

HGS HOLDING CORP
10500 SW 67 AVE
MIAMI FL 33156

CITY OF HOLLYWOOD
2600 HOLLYWOOD BLVD #206
HOLLYWOOD FL33020

KHUGAEV, GEORGIYEVICH
302 BALBOA ST
HOLLYWOOD FL 33019

LEVY, DANIEL
1180 S BEVERLY DRIVE SUITE 301
LOS ANGELES CA 90035

DANIA BEACH PROPERTIES LLC
12494 WILES RD
CORAL SPRINGS FL 33076

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BROOKS, BRUCE WALKER
324 BALBOA ST
HOLLYWOOD FL 33019

BALBOA BEACH HOUSE LLC
49390 LINCOLNSHIRE CT
CANTON MI 48187

PAYRAZ LLC
1800 S OCEAN BLVD #2810
HALLANDALE BEACH FL 33009

MORRIS, PAUL
336 BALBOA ST
HOLLYWOOD FL 33019

3280OAKLAND LLC
7120 N BEACH DR
MILWAUKEE WI 53217

RUBENZER, WILLIAM
7120 N BEACH DR
MILWAUKEE WI 53217

TAVS CONSULTING INC
346 BALBOA ST
HOLLYWOOD FL 33019

SOLOVYOV, VICTORIA
PO BOX 127
PARAMUS NJ 07653

KALLER ,JOSEPH & HOPE
350 BALBOA ST
HOLLYWOOD FL 33019

6085 OCEAN LLC
333 SE 2 AVE #3588
MIAMI FL 33131

6085 OCEAN LLC
333 SE 2 AVE #3588
MIAMI FL 33131

6085 OCEAN LLC
333 SE 2 AVE #3588
MIAMI FL 33131

6085 OCEAN LLC
333 SE 2 AVE #3588
MIAMI FL 33131

6085 OCEAN LLC
333 SE 2 AVE #3588
MIAMI FL 33131

6085 OCEAN LLC
333 SE 2ND AVE STE 3588
MIAMI FL 33131

6085 OCEAN LLC
333 SE 2 AVE #3588
MIAMI FL 33131

6085 OCEAN LLC
333 SE 2 AVE #3588
MIAMI FL 33131

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

CITY OF HOLLYWOOD
2600 HOLLYWOOD BLVD #206
HOLLYWOOD FL 33020

CITY OF HOLLYWOOD
2600 HOLLYWOOD BLVD #206
HOLLYWOOD FL 33020

FURLANO, NICK & TONI
6001 N OCEAN DR #301
HOLLYWOOD FL 33019

SOROKA, SVETLANA & VYACHESLAV
6001 N OCEAN DR #302
HOLLYWOOD FL 33019

SCHERBAN, BERNARD
6001 N OCEAN DR UNIT 303
HOLLYWOOD FL 33019

FARAH, CARLOS M & SANDRA
13840 MUSTANG TRL
SOUTHWEST RANCHES FL 33330

GIGUERE,JULIE
9 CH DE LA VIEILLE-COTE
*LAC-BEAUPORT QC CA G3B 0

SANDS, MARILYN KAY SILVER
6001 N OCEAN DR UNIT 306
HOLLYWOOD FL 33019

SEK2 LLC
1172 S DIXIE HWY STE 393
CORAL GABLES FL 33146

LAMOUREUX LIV TR
1695 ST PATRICK ST # 502
*MONTREAL QC CA H3K 3

MTJSD LLC
242 PUTMAN RD
NEW CANAAN CT 06840

PORTANOVA, JEFFREY J
6001 N OCEAN DR #403
HOLLYWOOD FL 33019

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HOLLYWOOD FL 33019

GARTHUNE, JAMES C
6001 N OCEAN DR #807
HOLLYWOOD FL 33019

QUAGLIATA, JOSEPH ETAL
6001 N OCEAN DR UNIT 901
HOLLYWOOD FL 33019

EBANOS CORP
6001 N OCEAN DR #902
HOLLYWOOD FL 33019

SIM, JUNG SIL AIMEE H/E
6001 N OCEAN DR #903
HOLLYWOOD FL 33019

CORPORATION FINANCIERE ALPHA
2818 BOULEVARD LAURIER #2707
*QUEBEC QC CA G1V 0

CEDAR GREEN LLC
3102 OMEGA OFFICE PARK
FAIRFAX VA 22031

CASSINO, PATRICK
8 RIDGE DR
MELVILLE NY 11747

VIVEK, SEETHARAMAN H/E
6001 N OCEAN DR #907
HOLLYWOOD FL 33019

GRACE INVEST & TRADE INC
6001 N OCEAN DR #1001
HOLLYWOOD FL 33019

TOZZI, JUDITH A
6001 N OCEAN DR APT 1002
HOLLYWOOD FL 33019

HIMOT, HARRIS R
6001 N OCEAN DR UNIT 1003
HOLLYWOOD FL 33019

MICHEL DALLAIRE FAM TR
2818 LAURIER BLVD #2707
*QUEBEC CITY QC CAG1V 0

VIRGINIA ROY HOLDINGS LLC
6001 N OCEAN DR #1005
HOLLYWOOD FL 33019

ELIRO HOLDINGS USA CORP
7450 GRIFFIN RD STE 120
DAVIE FL 33314

WERMUTH, DAVID
1160 PARK AVE APT 7D
NEW YORK NY 10128

JEANNOT RACINE TR
6001 N OCEAN DR #1101
HOLLYWOOD FL 33019

LOUCAS, ATHENA P
6001 N OCEAN DR #1102
HOLLYWOOD FL 33019

ATBASHYAN, EDWARD
6001 N OCEAN DR #1103
HOLLYWOOD FL 33019

KRUPP, JOANNE
24 TUCKER ST
LENOX MA 01240

2010 IRREV TR
524 NORTH AVE
NEW ROCHELLE NY 10801

EISEMAN, RUBY
6731 N CENTRAL PARK AVE
LINCOLNWOOD IL 60712

NAZE, WEST R
4 FOREST PK AVE
LARCHMONT NY 10538

ADAM M TZAGOURNIS TR
8209 GREY ABBY CT
DUBLIN OH 43017

PANCIERA, MARK J & TIFFANY A
6001 N OCEAN DR #1202
HOLLYWOOD FL 33019

BALLERING, TIMOTHY & CARMEN
6001 N OCEAN DR 1203
HOLLYWOOD FL 33019

SANDGAARD, BIRGITTE
6001 N OCEAN DR #1204
HOLLYWOOD FL 33019

GOLDFARB FAM TR
524 NORTH AVE
NEW ROCHELLE NY 10801

BYLES-WILLIAMS, TINA
226 W RITTENHOUSE SQ APT 1006
PHILADELPHIA PA 19103

ZAX, HELAINE
6001 N OCEAN DR #1207
HOLLYWOOD FL 33019

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FAURER, MARTIN H/E
6001 N OCEAN DR #1402
HOLLYWOOD FL 33019

GOLDIN, ALEKSANDR & YELENA
17350 MARGATE ST
ENCINO CA 91316

CARLUCCI, PAUL V
6001 N OCEAN DR #1404
HOLLYWOOD FL 33019

SABLESAK, WILLIAM J & SUSAN T
6001 N OCEAN DR #1405
HOLLYWOOD FL 33019

GORDON,RITA & RICHARD
6001 N OCEAN DR #1406
HOLLYWOOD FL33019

REISS, MARY JO
6001 N OCEAN DR #140
7HOLLYWOOD FL33019

LIPSON, ROCHELLE
6001 N OCEAN DR #1501
HOLLYWOOD FL33019

THIBAULT, JOCELYNE
153 RUE DES MELEZES
*GRANBY QC CAJ2J 1

FRISK, GEORGE & MARGARET
6001 N OCEAN DR UNIT 1503
HOLLYWOOD FL 33019

THIBEAULT, MARLENE
1659 DED GOUVERSEURS
*CHICOUTIMI QC CAG7H 7

FERNANDEZ, CHARLES M
6001 N OCEAN DR #1505
HOLLYWOOD FL 33019

FELLUCA, KATHY
3751 LACROSSE CIR
CANANDAIGUA NY14424

SMALL, NORTON
6001 N OCEAN DR #1601
HOLLYWOOD FL 33019

ZIRK, CHRISTINE L & MARTIN
6001 N OCEAN DR #1602
HOLLYWOOD FL 33019

2010 IRREV TR524 NORTH AVENEW
ROCHELLE NY10801

REGAN, WILLIAM M & JUDITH J
6001 N OCEAN DR #1604
HOLLYWOOD FL 33019

TURNER, MONICA
3225 ROYAL FERN PL
ROCKVILLE MD 20852

DIANA, CYNTHIA M H/E
6001 N OCEAN DR UNIT 1606
HOLLYWOOD FL 33019

JOSEPH, ALLEN
15057 BUTTERCHURN LANE
SILVER SPRINGS MD 20905

TAFT, HOWARD
6001 N OCEAN DR #1702
HOLLYWOOD FL 33019

KESSLER, MICHAEL & MELINDA R J
6001 N OCEAN DR #1703
HOLLYWOOD FL 33019

DALLAIRE, MICHEL
2818 BOUL LAURIER 2707
*QUEBEC QC CAG1V 0

MILLER, STEVEN L
6001 N OCEAN DR #1705
HOLLYWOOD FL 33019

MILLER, STEVEN L
6001 N OCEAN DR #1705
HOLLYWOOD FL 33019

KISS, MATTHEW R H/E
6001 N OCEAN DR #1707
HOLLYWOOD FL 33019

CHMIELINSKI, PAUL & JANE
6001 N OCEAN DR #PH1
HOLLYWOOD FL 33019

BUTTERWORTH, MELISSA C
6001 N OCEAN DR #PH2
HOLLYWOOD FL 33019

OVRUTSKY, BORIS
6001 N OCEAN DR #PH3
HOLLYWOOD FL 33019

GROSSMAN, SOPHIA
6001 N OCEAN DR # PH-4
HOLLYWOOD FL 33019

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HOLLYWOOD FL 33019

HERD, ADOLPHUS CROCKETT
6001 N OCEAN DR #PH6
HOLLYWOOD FL 33019

DAVIS, JOEL PAUL
6051 N OCEAN DR #301
HOLLYWOOD FL 33019

IANNONE, ROBERT & MARGARET H
6051 N OCEAN DR #302
HOLLYWOOD FL 33019

URTIAGA, CAROLINE
6051 N OCEAN DR UNIT 303
HOLLYWOOD FL 33019

DABACH, BELLE
6051 N OCEAN DR #304
HOLLYWOOD FL 33019

RUBENSTEIN, LORI S
6051 N OCEAN DR #305
HOLLYWOOD FL 33019

BURROUGHS, MALVERN H/E
6051 N OCEAN DR #306
HOLLYWOOD FL33019

MALVERN C BURROUGHS TR
6051 N OCEAN DR #306
HOLLYWOOD FL33019

BEITSCH, DEBORA DORIS
6051 N OCEAN DR #401
HOLLYWOOD FL 33019

SCHAUMBERG, JOEL & ELLEN
6051 N OCEAN DR #402
HOLLYWOOD FL 33019

SIMONETTI REV TR
2075 ROYCE ST
BROOKLYN NY 11234

YANOVER, FRANK & JANA
6051 N OCEAN DR UNIT 404
HOLLYWOOD FL 33019

ABRAHAM, RONALD H & EILEEN J
31129 TAHOE CT
EVERGREEN CO 80439

ALDOUSANY, PATRICIA CORNNELL
1407 ALEGRIANO AVE
CORAL GABLES FL 33146

PAPADAKIS, JOHN
6051 N OCEAN DR UNIT 407
HOLLYWOOD FL33019

DOSMONTES LLC
PO BOX 560162
MIAMI FL 33256

MOISES J KATZ REV LIV TR
6051 N OCEAN DR UNIT 502
HOLLYWOOD FL 33019

EMS & EMS LLC
6051 N OCEAN DR #503
HOLLYWOOD FL33019

LISA J SAHLI REV TR
145 STONEBRIDGE RD
ST PAUL MN55118

GRECO, LINDA & THOMAS
274 LINDEN PARK PL
HIGHLAND PARK IL 60035

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HOLLYWOOD FL 33019

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HOLLYWOOD FL 33019

BROWN, ARTHUR HAROLD
335 BOWER HILL RD
VENETIA PA 15367

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DELVALLE, RAMON
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JULIEN, PAUL & FRANCOISE LUSSIER
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NEWPORT VT 05855

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HOLLYWOOD FL 33019

SANCHEZ, JAIME
6051 N OCEAN DR #606
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ROCCO & THERESE M FAORO LIV TR
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LEOMINSTER MA01453

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J TIMOTHY & KATHRYN BURNS REV TR
9208 YUKON AVE
SOUTH BLOOMINGTON MN55438

MATLINS, ELLEN B
6051 N OCEAN DR #806
HOLLYWOOD FL33019

ESQUIER, JEAN
6051 N OCEAN DR #807
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BODEN, PETER BRIAN
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220 TONKABAY ROAD
EXCELSIOR MN55331

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5255 COLLINS AVE #8J
MIAMI BEACH FL33140

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726 HAMPTON ROADS DR
KNOXVILLE TN37934

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345 CHEMIN
*DU TOUR LAVAL QC CAH7Y 1

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6180 SW 132 ST
MIAMI FL33156

KING, NORMAN & HAMAKO
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MARTIN, ROBERTA S
6051 N OCEAN DR #1003
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108 GALLOPING HILL ROAD
COLTS NECK NJ07722

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6051 N OCEAN DR #1006
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NEMERSON, IRIS GLAZER
6051 N OCEAN DR #1007
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STAWNYCZY-PROCKOW, DIANA L
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RESTA, PAUL & SANDRA
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LAVAL, QC CAH7R 1

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MCNALLY, DANIEL
7 GREENFIELD DR
WARWICK NY10990

PFLUGK, CAROLYN M
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6051 N OCEAN DR #1403
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KATZOFF, JAMES H & NANCY M
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HOLLYWOOD FL33019

WOLF, STUART M & BONNIE
6051 N OCEAN DR UNIT 1505
HOLLYWOOD FL33019

GREENER, CAROL R
6051 N OCEAN DR #1507
HOLLYWOOD FL33019

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HOLLYWOOD FL33019

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MARKS, ALLISON P
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17251 SW 12 ST
PEMBROKE PINES FL33029

TENEYCK, SANDRA A
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200 MICHAEL COWPLAND DR 275
*OTTAWA ON CAK2M 2

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18 SEREIN CT
MUTTONTOWN NY11791

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CHESTER VA23831

MAYER, MASHA
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HOLLYWOOD FL33019

SOLOVYOV, VICTORIA
5900 N OCEAN DR #2N
HOLLYWOOD FL33019

FEIGER, STEVEN & KATHY
5900 N OCEAN DR UNIT 2S
HOLLYWOOD FL33019

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NAPLES FL34120

KANTOR, JILL & SEYMOUR
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HOLLYWOOD FL33019

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HOLLYWOOD FL33019

SILVERMAN, BARRY
6000 N OCEAN DR #2N
HOLLYWOOD FL33019

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HOLLYWOOD FL33019

BEN, ANDREW SAMUEL
6000 N OCEAN DR #3N
HOLLYWOOD FL33019

SAN JUAN, JOSEPH GEORGE
6000 N OCEAN DR #3S
HOLLYWOOD FL33019

SOLOVYOV, VICTORIA
PO BOX 127
PERAMUS NJ07653

6100 2N LLC
6100 N OCEAN DR #2N
HOLLYWOOD FL33019

MOSNER, LEON FERNANDO
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HOLLYWOOD FL33019

BRENER, SANDRA ROSA JULIETA
6100 N OCEAN DR #3N
HOLLYWOOD FL33019

FREEDMAN, BRIAN & DEBBIE
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City of Dania Beach
Public Services Memorandum

DATE: 1/9/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, P.E., Deputy Director/City Engineer

SUBJECT: **AMENDMENT OF THE ORDINANCE AUTHORIZING THE EXPENDITURE OF CITY FUNDS TO EXCEED $1M FOR ITB NO. 2023- 010 – "REHABILITATION OF LIFT STATIONS 1, 2 AND 3 (RE-BID) - SECOND READING**

Request:
The Public Services Department (PSD) requests the adoption of an Ordinance to amend the authorization to expend city funds in exceed One Million Dollars for BID ITB No. 2023-010 – "Rehabilitation of Lift Stations 1,2 and 3(Re-Bid)" for a second reading.

Background:
According to City Code; Article III, Section II, the City Commission, on October 24, 2022, passed and adopted Ordinance 2022-031, that authorizes the expenditure of city funds in excess of One Million Dollars for the ITB No. 2023-010" Rehabilitation of Lift Stations 1, 2, and 3(Re-Bid) (Project). The Ordinance limited the expenditures to the bid amount of $4,821,520.00 from Southern Underground Industries, Inc (Southern).

Southern failed to provide the insurance required to contract for the project, so the City re-issued the ITB on June 12, 2023. City received one response with the most responsive bid exceeding the funding limit of $4,821,520.00. Therefore, it is necessary to amend Ordinance 2022-031 to amend the monetary limit of $4,821,520.00 to $9,774,595.00, so the City can award ITB 23-010 and authorize the City to expend any additional amounts necessary to complete the project which may exceed the bid award amount.

Budgetary Impact
Hazard Mitigation Grant Program funds will be appropriated to account number 402-35-28-535-63-10 in the amount of $3,710,385.00, 25% of which is in the form of a City matching contribution, although this match will likely be waived through the FEMA Global Match program. In addition, the balance required will come from the City's American Rescue Plan Act Funds.

Recommendation

It is recommended that the City Commission adopt the attached amended Ordinance to authorize the expenditure of City funds exceeding One Million Dollars for Bid ITB-23-010-“ Rehabilitation of Lift Stations 1, 2, and 3 (Re-Bid)” Project.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ORDINANCE 2022-031 AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE WAS PROPOSED TO NOT TO EXCEED THE PROJECT ESTIMATE OF FOUR MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS ($4,821,520.00); TO NOW REFLECT THE BID COSTS OF NINE MILLION SEVEN HUNDRED SEVENTY FOUR THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS ($9,774,595.00), WHICH EXCEEDS THE MONETARY COST ESTIMATE FROM ORDINANCE 2022-031, TO FUND BID ITB NO. 2023-010 "REHABILITATION OF LIFT STATIONS 1, 2 AND 3 (RE-BID)" PROJECT; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 24, 2022, the City Commission passed and adopted Ordinance 2022-031, authorizing the expenditure of City Funds exceeding One Million Dollars ($1,000,000.00), which expenditure was anticipated to not to exceed the project estimate of Four Million Eight Hundred Twenty One Thousand Five Hundred Twenty Dollars ($4,821,520.00) to fund BID ITB No.2023-010 "Rehabilitation of Lift Stations 1, 2 and 3 (Re-Bid)" Project.

WHEREAS, after bidding the project, the actual expenditures for the rehabilitation of Lift Stations 1, 2, and 3 will exceed the projected and authorized cost estimate approved by Ordinance 2022-031; and

WHEREAS, the City desires to amend Ordinance 2022-031 in order to reflect the actual bid cost of Nine Million Seven Hundred Seventy-Four Thousand Five Hundred Ninety-Five Dollars ($9,774,595.00) and authorize the City to expend any additional amounts necessary to complete the project which may exceed the bid award amount.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Ordinance by this reference.

Section 2. That the proper City officials are authorized to expend more than One Million Dollars ($1,000,000.00) per project in connection with the Rehabilitation of Lift Stations 1, 2 and 3 (Re-Bid) Project for an actual cost estimate based upon the bidding process of $9,774,595.00 plus additional unforeseen costs necessary to complete the project.

Section 3. That all Ordinances or parts of Ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on December 12, 2023.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:
Motion by: _____

Second by: _____

Second Reading:
Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

ORDINANCE NO. 2022-031

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF FOUR MILLION EIGHT HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS ($4,821,520.00) APPROVED BY THE CITY COMMISSION, TO FUND THE REHABILITATION OF LIFT STATIONS 1, 2 AND 3 PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, "Certain Expenditures" of Article 3, "Powers of the City", of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceed One Million Dollars ($1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the responses to the City-issued Invitation to Bid ("ITB") No. 22-026 for the "Rehabilitation of Lift Stations 1, 2 and 3 Project exceeds the monetary threshold of $1,000,000.00; and

WHEREAS, the project expenditure shall not exceed the lowest bid amounts of Four Million Eight Hundred Twenty-One Thousand Five Hundred Twenty Dollars ($4,821,520.00) for the Rehabilitation of Lift Stations 1, 2 and 3;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the proper City officials are authorized to expend more than One Million Dollars ($1,000,000.00) per project in connection with the Rehabilitation of Lift Stations 1, 2 and 3 Project.

Section 2. That the Hazardous Mitigation Grant Program funds will be appropriated to account number 402-35-28-535-63-10 in the amount of $3,710,385.00, 25% of which is in the form of a City matching contribution, although this match will likely be waived through the FEMA Global Match Program. In addition, the balance required on the amount of $1,111,135.00 will come from the City's American Rescue Act funds.

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are repealed.

Section 5. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on October 11, 2022.

PASSED AND ADOPTED on second reading on October 25, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Community Development Memorandum

DATE: 1/9/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: Approval of a Call to Artist to establish an artist roster of pre-qualified artists to work with the City's Public Art Advisory Board to implement the City's Public Art Plan.

Request:
Approval of a Call to Artist to establish an artist roster of pre-qualified artists.

Background:
The City of Dania Beach is seeking to establish an artist roster of pre-qualifies artists who can work with the City's Public Art Advisory Board. This artist roster will be maintained and active for two years. The call will be open to local, regional, national, and international artists. The City will use the roster list as the main pool of artists to draw from for future public art projects deemed appropriate by the Public Art Advisory Board and City Commission.

If selected, the qualified artist will be included in the main artist pool for City public art projects with budgets between $5,000 - $200,000. The City will publish an Open Call for projects with budgets that exceed $200,000 and reserves the right to do an Open Call for any and all projects if so desired.

Budgetary Impact
Any future public art project will be appropriated from the Public Art Fund, with approval by the City Commission on a project-by-project basis.

Recommendation
Community Development recommends the City Commission approval the Call to Artist "Artist Roster" to establish a pre-qualified artist roster.

PLANNING & ZONING BOARD
MEMBERSHIP
Thursday, January 04, 2024

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2022 through November 2024	James
W. Quin Robertson, Phd., GISP 805 Natures Cove Road Dania Beach, FL 33004 732-423-0039 561-361-3199 (W) qrobertson@att.net	November 21, 2022	November 2022 through November 2024	Lewellen
Derrick Hankerson 746 SW 3rd Street Dania Beach, FL 33004-4901 954-374-9199 (H) 754-208-6442 (Cell) Dh954@comcast.net	November 21, 2022	November 2022 through November 2024	Davis
Morris Stowers 829 NW 9th Avenue Dania Beach, FL 33004 954-347-4596 stowerm1@yahoo.com	December 13, 2022	November 2022 through November 2024	Ryan
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	November 21, 2022	November 2022 through November 2024	Salvino
Joanna Granett 450 SE 7th Street, #251 Dania Beach, FL 33004 954-483-7055 jgranett1@gmail.com	June 13, 2023	November 2022 through November 2024	Alternate

PLANNING & ZONING BOARD
MEMBERSHIP
Thursday, January 04, 2024

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Cheryl Baker-Hill P.O. Box 94 Dania Beach, FL 33004 954-290-2358 Cherylbh1@comcast.net	January 10, 2023	November 2022 through November 2024	Alternate